

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, NOVEMBER 20, 2018 – 6:00 PM**

RON MORRISON
Mayor

ALBERT MENDIVIL
Vice Mayor

JERRY CANO
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

*1243 National City Blvd.
National City, CA 91950
619-336-4240*

*Meeting agendas and
minutes available on web*

WWW.NATIONALCITYCA.GOV

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Meetings begin in Open Session at 5:00 p.m. or such other time as noted, and after announcing closed session items, convenes into a Closed Meeting. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **www.nationalcityca.gov**.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are

adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

Spanish to English interpretation services are available to members of the public who wish to speak to the City Council during the meeting. "Request to Speak" forms requesting interpretation must be filed within the first two hours of the meeting.

Español a los servicios de interpretación Inglés de audio está disponibles para los miembros del público que desean hablar con el Ayuntamiento durante del Consejo Municipal. "Solicitud para hablar de" formas solicitud de interpretación deben ser presentadas dentro de las dos primeras horas del Consejo Municipal.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

1. [Employee Service Recognition - Marie Hernandez, Senior Police Dispatcher. \(Police\)](#)
2. [Employee Service Recognition - Mary I. Gaffney, Police Dispatcher. \(Police\)](#)

PRESENTATIONS

3. [Airport Development Plan. \(Mark West, San Diego County Regional Airport Authority Board Member and City of Imperial Beach Mayor Pro Tem\)](#)
4. [SANDAG Accomplishments. \(Hon. Terry Sinnott, Chair, SANDAG Board of Directors\)](#)

INTERVIEWS / APPOINTMENTS

5. [Interviews and Appointments: Various Boards & Commissions. \(City Clerk\)](#)

CONSENT CALENDAR

6. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
7. [Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of April 3, 2018 and the Special Meetings of the City Council](#)

- of the City of National City of April 3, 2018, April 17, 2018, and October 16, 2018 and the Corrected Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of April 4, 2017. (City Clerk)
8. Resolution of the City Council of the City of National City approving effective January 1, 2019, the salary schedule for the Part-Time and Seasonal employee group, as amended: 1) adjusting upward classifications with salary ranges below the 2019 State of California minimum wage; and 2) adjusting upward classifications impacted by the salary compression resulting from the minimum wage increases. (Human Resources)
 9. Resolution of the City Council of the City of National City adopting City Council Policy #203, "Investments," as amended, for Fiscal Year 2018, amending section 12 to section VIII and adding "Asset-backed securities" to the Glossary of Investment Terms. (Finance)
 10. Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto the City of Encinitas Urban Forestry Maintenance Services contract with West Coast Arborist, Inc. (WCA) to award an agreement for the purchase of specialized tree trimming, removal, and planting services in an amount not to exceed \$95,000, and authorizing the Mayor to execute said Agreement. (Engineering/Public Works)
 11. Resolution of the City Council of the City of National City regarding an application for the 8th Street and Roosevelt Avenue Active Transportation Corridor Project for the San Diego Association of Governments (SANDAG) Cycle 4 Regional Active Transportation Program. (Engineering/Public Works)
 12. Resolution of the City Council of the City of National City regarding an application for the Central Community Mobility Enhancements Project for the San Diego Association of Governments (SANDAG) Cycle 4 Regional Active Transportation Program. (Engineering/Public Works)
 13. Resolution of the City Council of the City of National City regarding an application for the Bayshore Bikeway - Segment 5 Project for the San Diego Association of Governments (SANDAG) Cycle 4 Regional Active Transportation Program. (Engineering/Public Works)
 14. Resolution of the City Council of the City of National City regarding an application for the National City Bike Wayfinding Project for the San Diego Association of Governments (SANDAG) Cycle 4 Regional Active Transportation Program. (Engineering/Public Works)

15. [Resolution of the City Council of the City of National City regarding an application for the Highland Avenue Inter-City Bike Connections Project for the San Diego Association of Governments \(SANDAG\) Cycle 4 Regional Active Transportation Program. \(Engineering/Public Works\)](#)
16. [Resolution of the City Council of the City of National City regarding an application for the Paradise Creek Multi-Use Path Project for the San Diego Association of Governments \(SANDAG\) Cycle 4 Regional Active Transportation Program. \(Engineering/Public Works\)](#)
17. [Resolution of the City Council of the City of National City regarding an application for the Sweetwater Road Protected Bikeway - Phase 2 Project for the San Diego Association of Governments \(SANDAG\) Cycle 4 Regional Active Transportation Program. \(Engineering/Public Work\)](#)
18. [Resolution of the City Council of the City of National City authorizing the installation of red curb "No Parking" at the intersection of Sweetwater Road and Via Romaya in order to improve visibility at the intersection. \(TSC No. 2018-27\). \(Engineering/Public Works\)](#)
19. [Resolution of the City Council of the City of National City authorizing the installation of red curb "No Parking" at the intersection of E. 16th Street & Orange Street and the intersection of E. 16th Street & Prospect Street, in order to improve visibility at the intersection. \(TSC No. 2018-28\). \(Engineering/Public Works\)](#)
20. [Resolution of the City Council of the City of National City authorizing the installation of Stop control signs for the northbound and southbound "La Siesta" Way and "Valle Vista" Avenue approaches to the intersection with E. 20th Street in order to enhance safety at the intersection \(TSC No. 2018-29\). \(Engineering/Public Works\)](#)
21. [Resolution of the City Council of the City of National City authorizing the installation of Stop control signs for the northbound "B" Avenue and "C" Avenue approaches to the intersection with E. 27th Street in order to enhance safety at the intersection \(TSC No. 2018-30\). \(Engineering/Public Works\)](#)
22. [Resolution of the City Council of the City of National City authorizing the City Manager to execute a Purchase and Sale Agreement and Joint Escrow Instructions for the sale of a 500 square foot parcel of vacant land located along "A" Avenue in front of 1835 "A" Avenue in National City to the Betty Winona McIntock Revocable Trust. \(Housing & Economic Development\)](#)
23. [National City Sales Tax Update Newsletter - Second Quarter 2018. \(Finance\)](#)

24. [Warrant Register #13 for the period of 09/19/18 through 09/25/18 in the amount of \\$2,140,962.89. \(Finance\)](#)
25. [Warrant Register #14 for the period of 09/26/18 through 10/02/18 in the amount of \\$1,568,564.85. \(Finance\)](#)
26. [Warrant Register #15 for the period of 10/03/18 through 10/09/18 in the amount of \\$2,200,455.60. \(Finance\)](#)
27. [Warrant Register #16 for the period of 10/10/18 through 10/16/18 in the amount of \\$746,192.50. \(Finance\)](#)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

28. [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending the National City Municipal Code by amending Chapter 18.24.050 \(Allowed land uses and permit requirements\), 18.30.230 \(Tobacco specialty shops\), and 18.50 \(Glossary\) of Title 18 \(Zoning\) of the National City Municipal Code related to electronic smoking devices. \(Applicant: City-Initiated Land Use Amendment\) \(Case File 2018-23 A\) \(Planning\)](#)
29. [Public Hearing and Introduction of an Ordinance of the City Council of the City of National City amending the National City Municipal Code by amending Chapter 9.37 \(Prohibition of Smoking in Open Air Dining Areas\), Chapter 9.38 \(Restricting the sale, display and promotion of tobacco products or cigarettes to minors\), and Chapter 10.52 \(Regulations for the use of municipal parks, playgrounds and golf courses\). \(Applicant: City-Initiated Land Use Amendment\) \(Case File 2018-23 A\) \(Planning\)](#)

NON CONSENT RESOLUTIONS

30. [Resolution of the City Council of the City of National City approving the Memorandum of Understanding \(MOU\) between the City and the National City Municipal Employees Association with effective dates July 1, 2018 - June 30, 2020. \(Human Resources\)](#)
31. [Resolution of the City Council of the City of National City adopting City Council Policy No. 120 - "Selection of Vice Mayor". \(City Manager\)](#)

NEW BUSINESS

32. [Notice of Decision – Planning Commission approval of a Conditional Use Permit modification to extend the days of operation for an existing head start program located at 1805 East 17th Street. \(Applicant: Tim Captain for First Christian Church\) \(Case File 2018-24 CUP\) \(Planning\)](#)

33. [Notice of Decision – Planning Commission approval of a Conditional Use Permit and Coastal Development Permit for a gas station, convenience store with beer and wine sales, and bike shop to be located at 724 Civic Center Drive in the Coastal Zone. \(Applicant: Stosh Podeswik\) \(Case File 2018-19 CUP, CDP\) \(Planning\)](#)
34. [Temporary Use Permit – Perry Chrysler requesting to use the vacant lots located at 1105 National City Boulevard, 1123 National City Boulevard and 41 E. 12th Street for storage of vehicles from November 20, 2018 thru May 20, 2019 with no waiver of fees. \(Neighborhood Services\)](#)
35. [Community and Police Relations Commission \(CPRC\) 2016 and 2017 Annual Reports. \(City Manager\)](#)
36. [Introduction of the State Trash Amendments to the City Council of the City of National City pertaining to the Investigative Order R9-2017-0077 issued by the San Diego Regional Water Quality Control Board. \(Engineering/Public Works\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - December 4, 2018 - 6:00 p.m. - Council Chamber - National City, California.


The following page(s) contain the backup material for Agenda Item: [Employee Service Recognition - Marie Hernandez, Senior Police Dispatcher. \(Police\)](#)
Please scroll down to view the backup material.



City of National City
MEMORANDUM

DATE: October 23, 2018

TO: Esther Clemente, Executive Assistant IV (City Manager's Office)
Josie Flores-Clark, Executive Assistant IV (Mayor's Office)

FROM: Lilia Muñoz, Human Resources Analyst 

SUBJECT: **EMPLOYEE SERVICE RECOGNITION**

The following City employee will be completing her 30 years of service with the City of National City on November 1, 2018:

NAME: Marie Hernandez
POSITION: Senior Police Dispatcher
HIRED: November 1, 1988

As part of the Employee Recognition Program, the employee wishes to have the opportunity to receive a City Council Recognition at the Council Meeting of **Tuesday, November 20, 2018 at 6pm.**

If this is acceptable, please make the necessary arrangements. The anniversary letter, service pin, and gift card selection memo will be sent prior to the meeting.

Thank you.

cc: Manuel Rodriguez, Chief of Police
Marie Hernandez, Senior Police Dispatcher

H:\Recognition Program

The following page(s) contain the backup material for Agenda Item: [Employee Service Recognition - Mary I. Gaffney, Police Dispatcher. \(Police\)](#)
Please scroll down to view the backup material.



City of National City
MEMORANDUM

DATE: October 23, 2018

TO: Esther Clemente, Executive Assistant IV (City Manager's Office)
Josie Flores-Clark, Executive Assistant IV (Mayor's Office)

FROM: Lilia Muñoz, Human Resources Analyst *gm*

SUBJECT: **EMPLOYEE SERVICE RECOGNITION**

The following City employee will be completing her 35 years of service with the City of National City on November 14, 2018:

NAME: Mary I. Gaffney
POSITION: Police Dispatcher
HIRED: November 14, 1983

As part of the Employee Recognition Program, the employee wishes to have the opportunity to receive a City Council Recognition at the Council Meeting of **Tuesday, November 20, 2018 at 6pm.**

If this is acceptable, please make the necessary arrangements. The anniversary letter, service pin, and gift card selection memo will be sent prior to the meeting.

Thank you.

cc: Manuel Rodriguez, Chief of Police
Mary Gaffney, Police Dispatcher

H:\Recognition Program

The following page(s) contain the backup material for Agenda Item: [Airport Development Plan. \(Mark West, San Diego County Regional Airport Authority Board Member and City of Imperial Beach Mayor Pro Tem\)](#)

Please scroll down to view the backup material.

Item # ____

11/20/18

AIRPORT DEVELOPMENT PLAN

Mark West

**San Diego County Regional Airport Authority Board Member
and City of Imperial Beach Mayor Pro Tem**



Airport Development Plan

Optimizing SAN to meet future demand

SEPTEMBER 2018

Presented by:

**Councilmember Mark West, Board Member
San Diego County Regional Airport Authority**

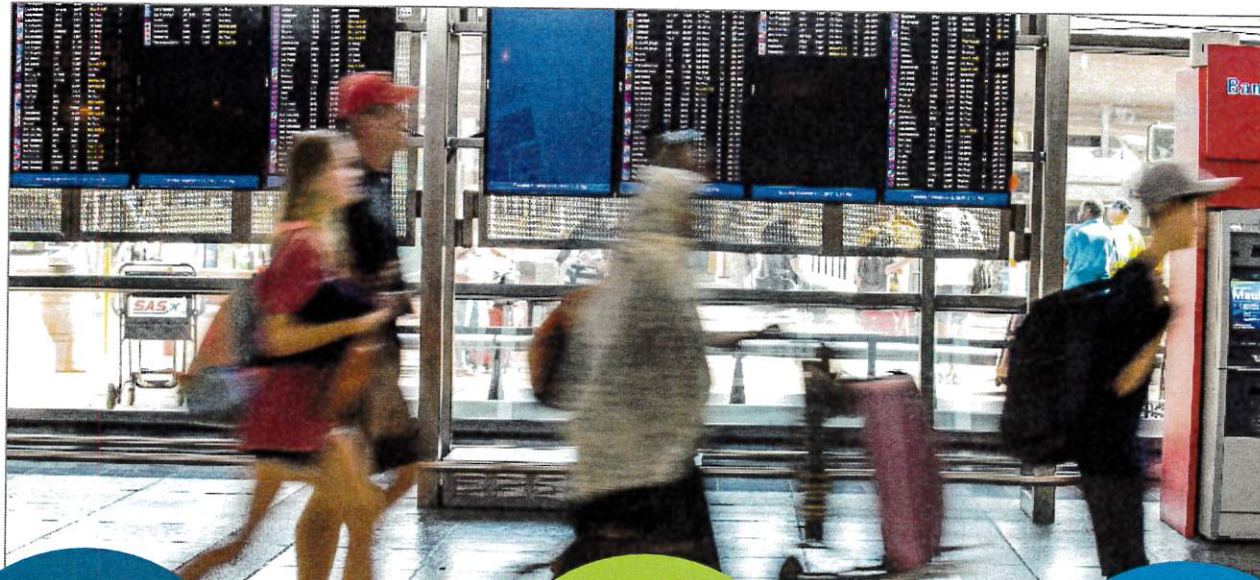
A Regional Asset



SAN DIEGO
COUNTY
REGIONAL
AIRPORT
AUTHORITY



Growing Regional Demand



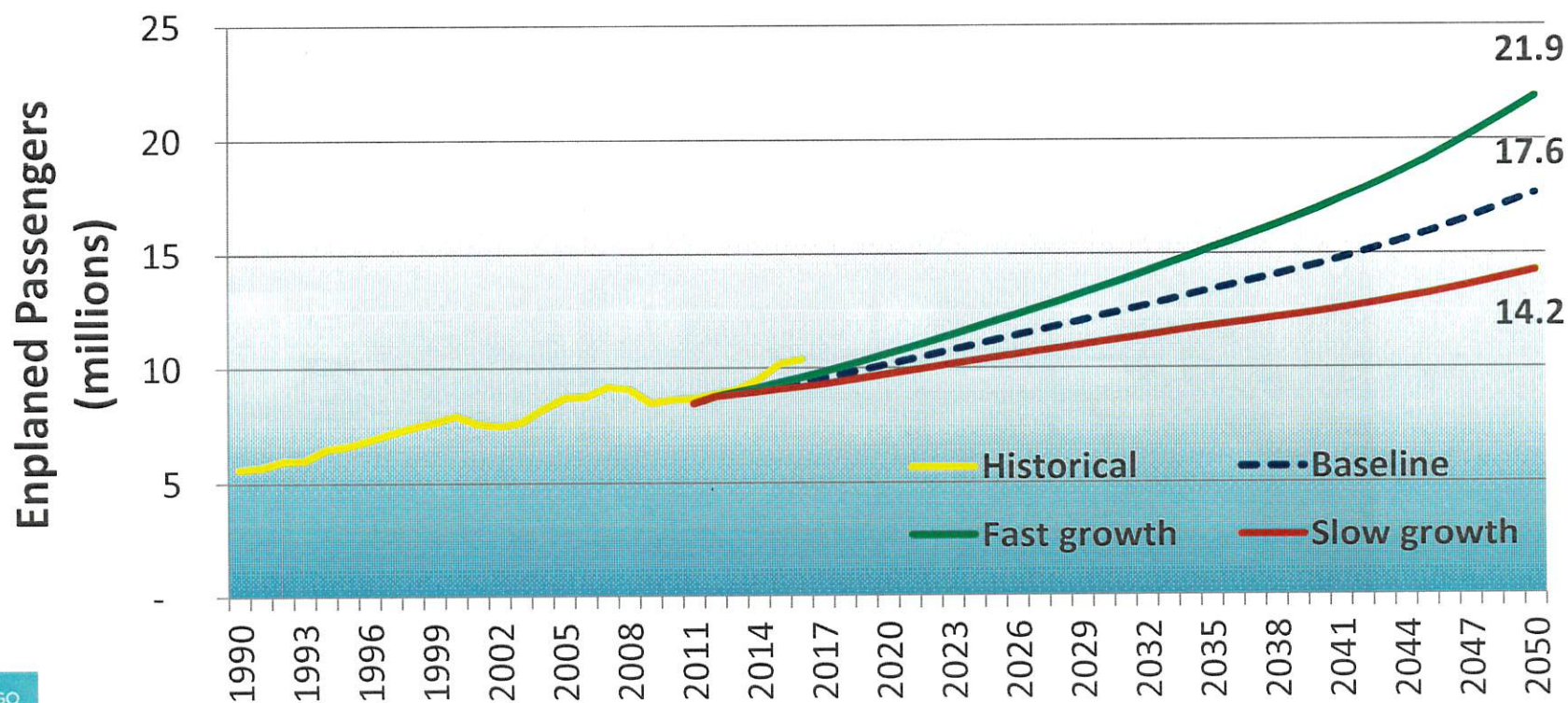
**22 Million
Passengers
Annually**

**Top 30
US Airports**

**95% Origin/
Destination
Customers**

SAN DIEGO
COUNTY
REGIONAL
AIRPORT
AUTHORITY

Growing Regional Demand



More Flight Destinations



SAN DIEGO
COUNTY
REGIONAL
AIRPORT
AUTHORITY

Critical Economic Driver

Total Economic Impact



Total Visitor Spending



Economic Impact of International Flights

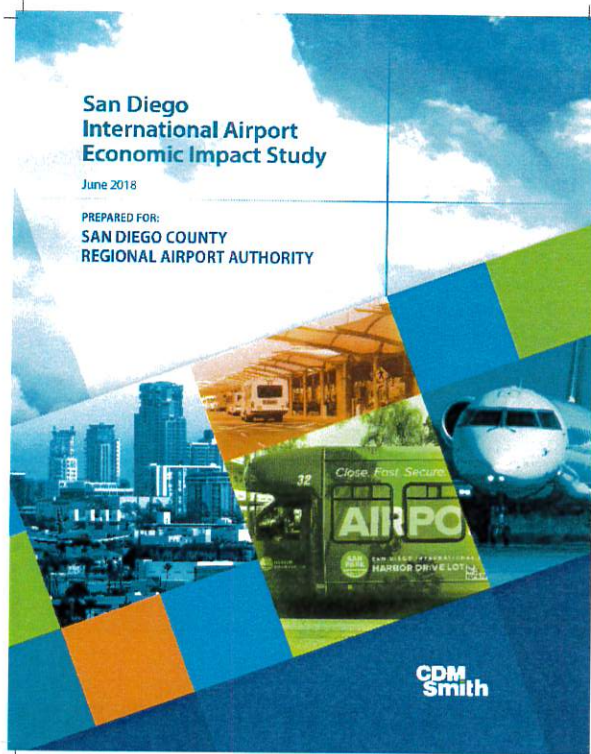


SAN DIEGO
COUNTY
REGIONAL
AIRPORT
AUTHORITY

Local & Small Business Development



SAN's Total Economic Impact



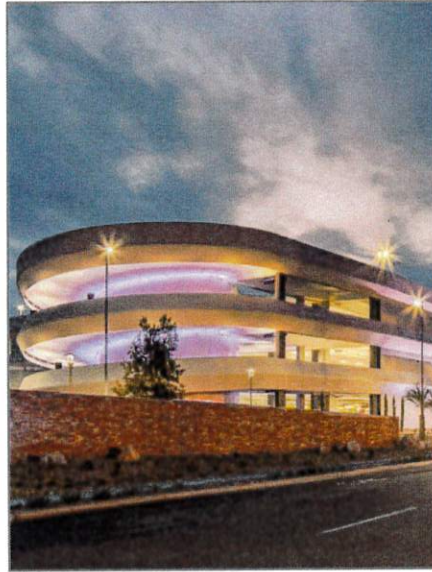
SAN DIEGO
COUNTY
REGIONAL
AIRPORT
AUTHORITY

- SAN's economic impact grew from \$9.2 billion in 2012 to \$11.9 billion in 2017 – an increase of 29% in five years
- SAN supports 117,971 jobs in the region – an increase of 31% since 2012

Recognized Sustainability Leadership



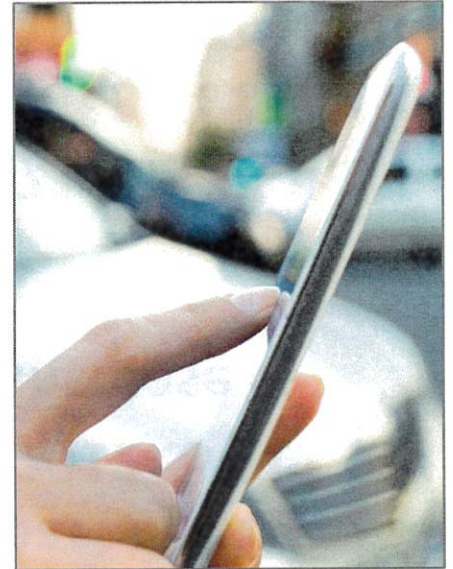
**100% Clean Fuel
Bus & Shuttle Fleet**



**LEED Gold or Better
(New Construction)**



**80% Renewable
Electricity**



**Taxi & Rideshare GHG
Reduction Incentives**

SAN DIEGO
COUNTY
REGIONAL
AIRPORT
AUTHORITY

Recent Site Efficiency Improvements

**Green Build
Terminal 2
Expansion
(2013)**



**Parking
Plaza
(May 2018)**



**Rental Car
Center
(2016)**

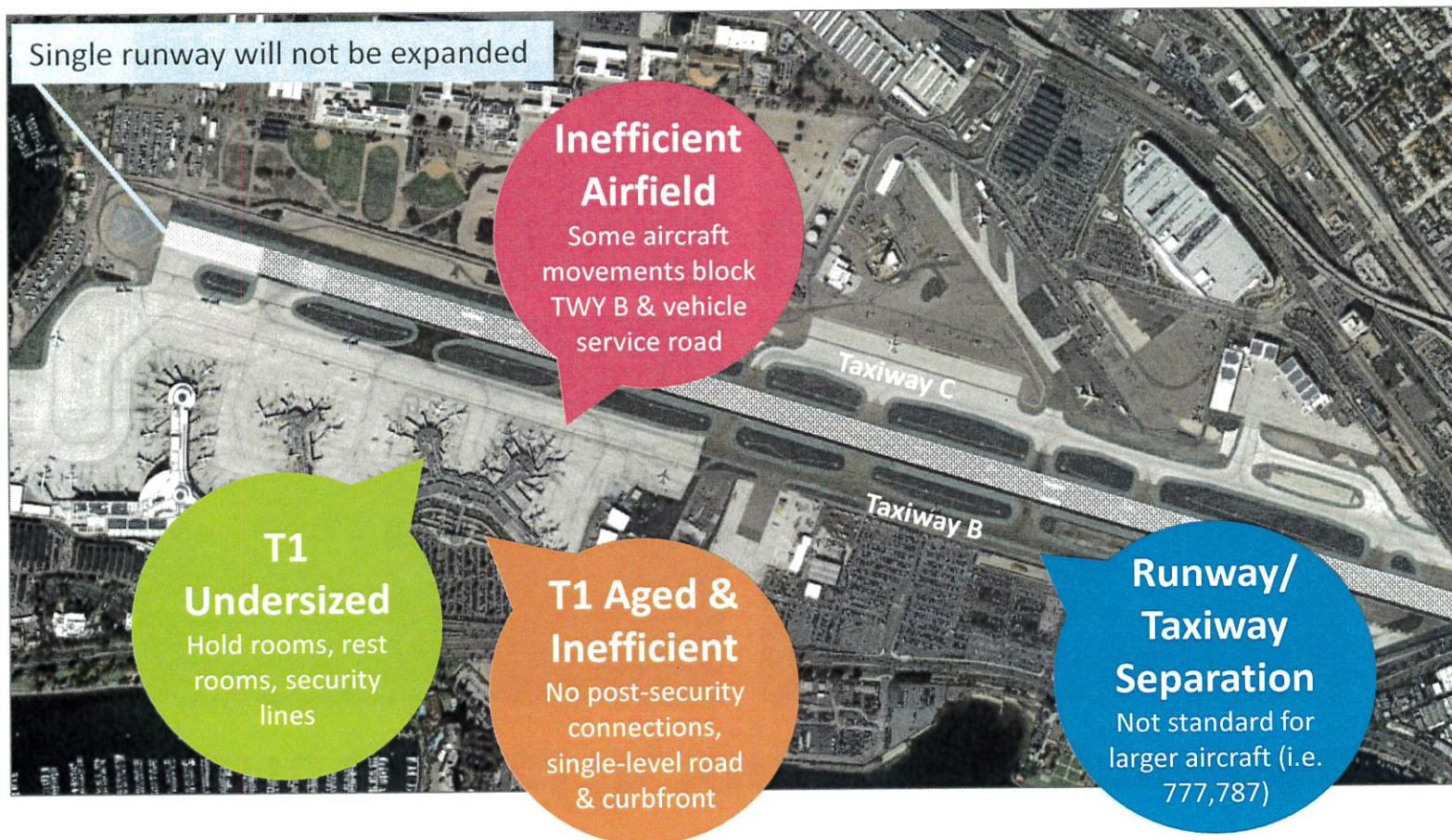


**International
Arrivals
Facility
(June 2018)**

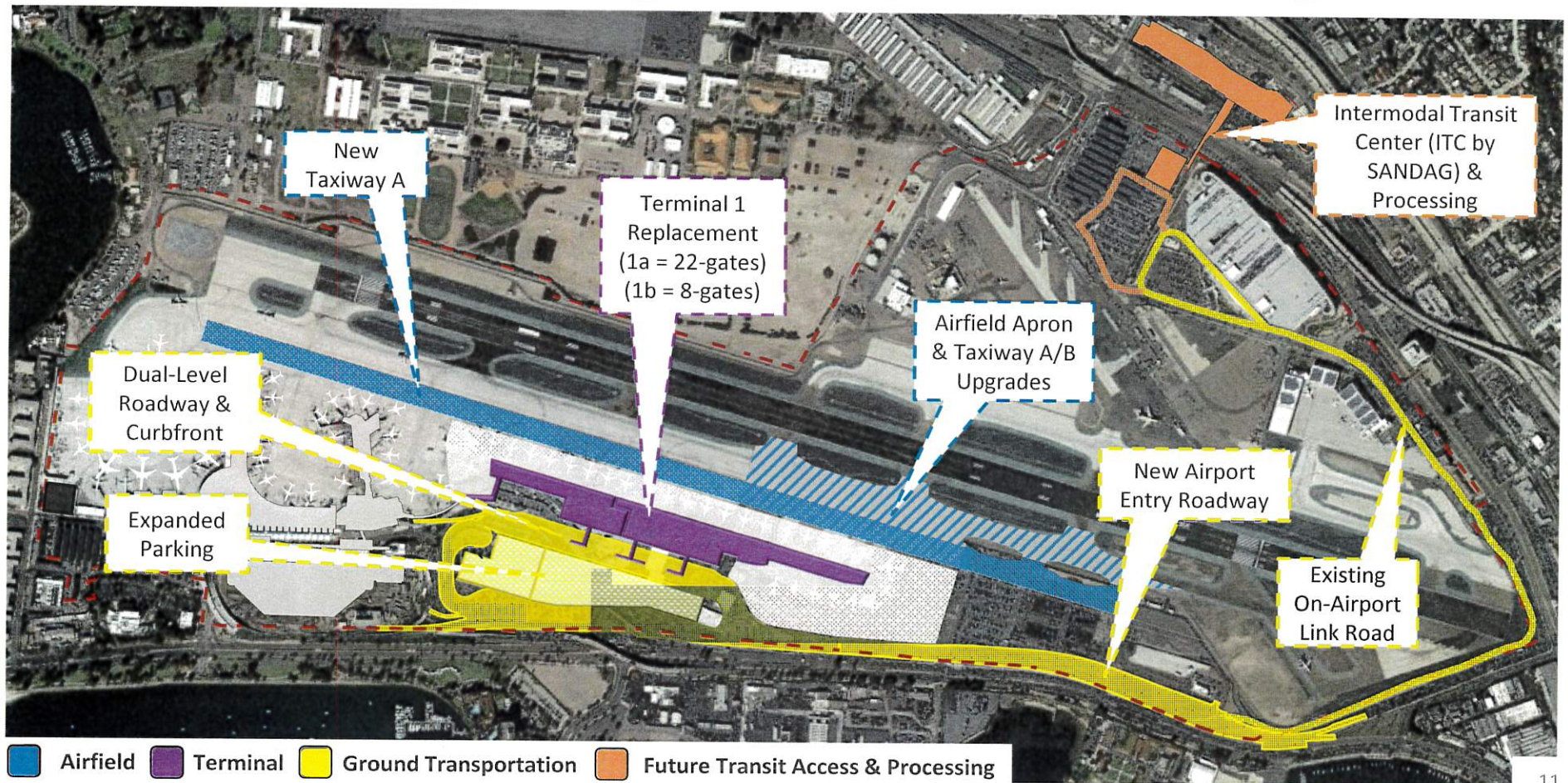


SAN DIEGO
COUNTY
REGIONAL
AIRPORT
AUTHORITY

Existing Constraints

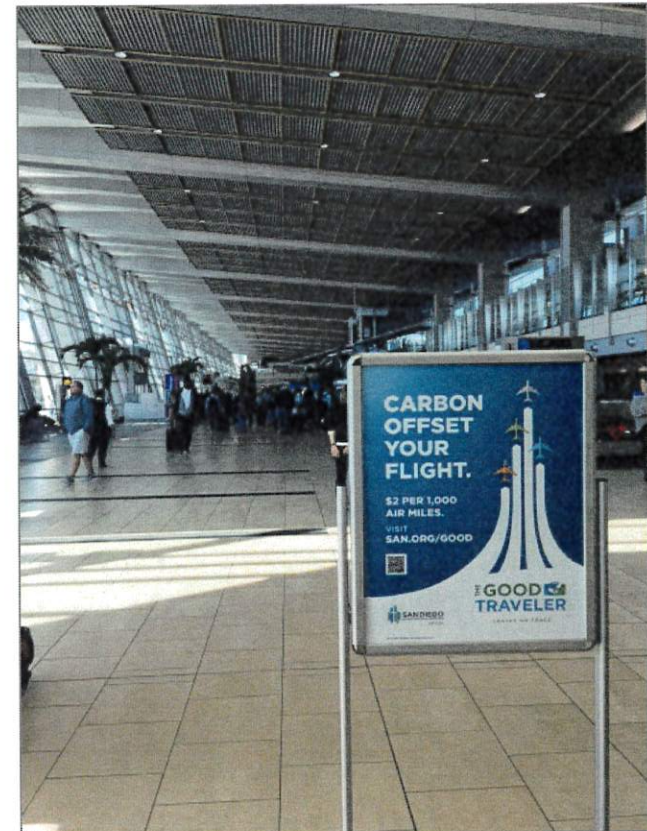
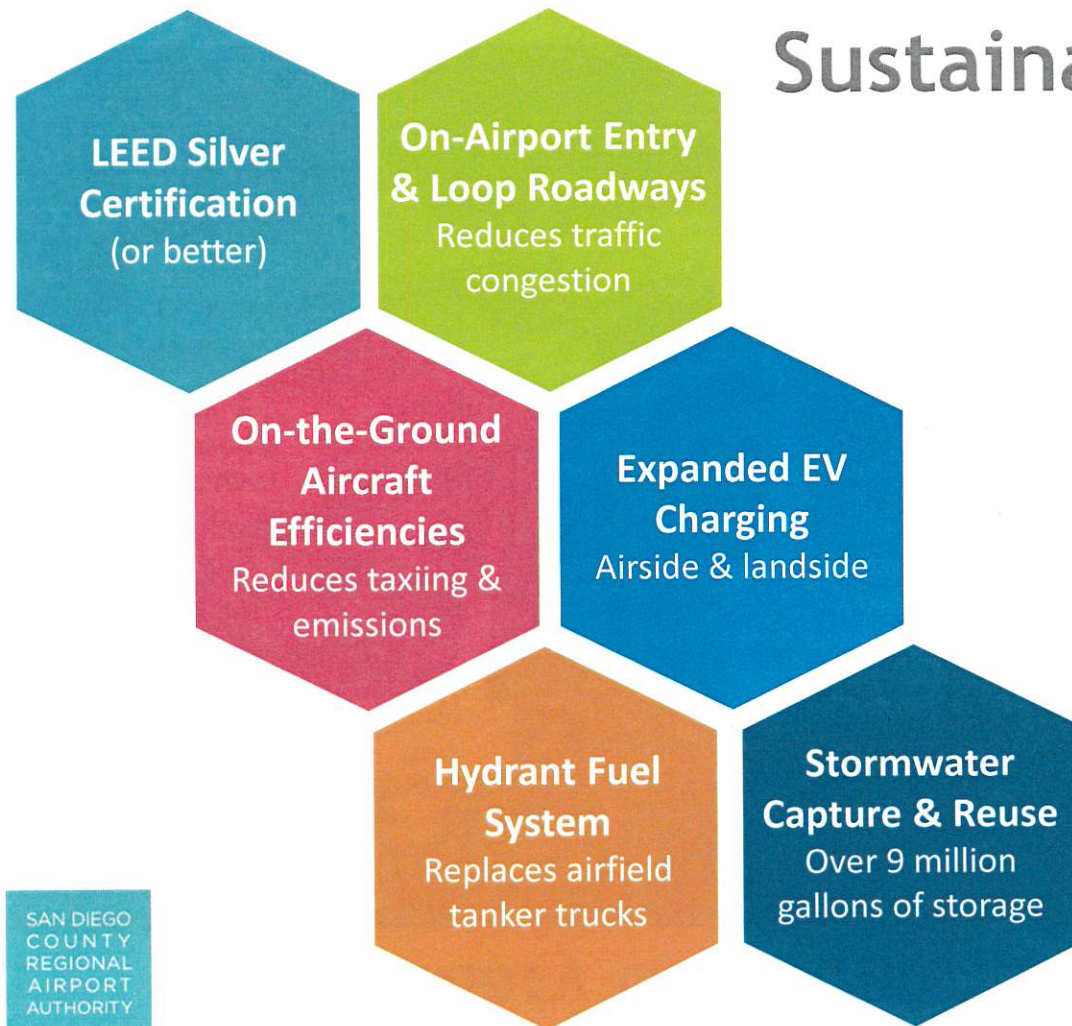


Primary Components (ADP Phases 1a + 1b)



11

Sustainable Design Features



Innovation Lab Helps innovators Get Into The Airport Industry



Develop, build & test new airport-related products and services in provided space



Access to a 3,500 sq. ft terminal-like space to test prototypes and possible access to a terminal with 22M passengers per year

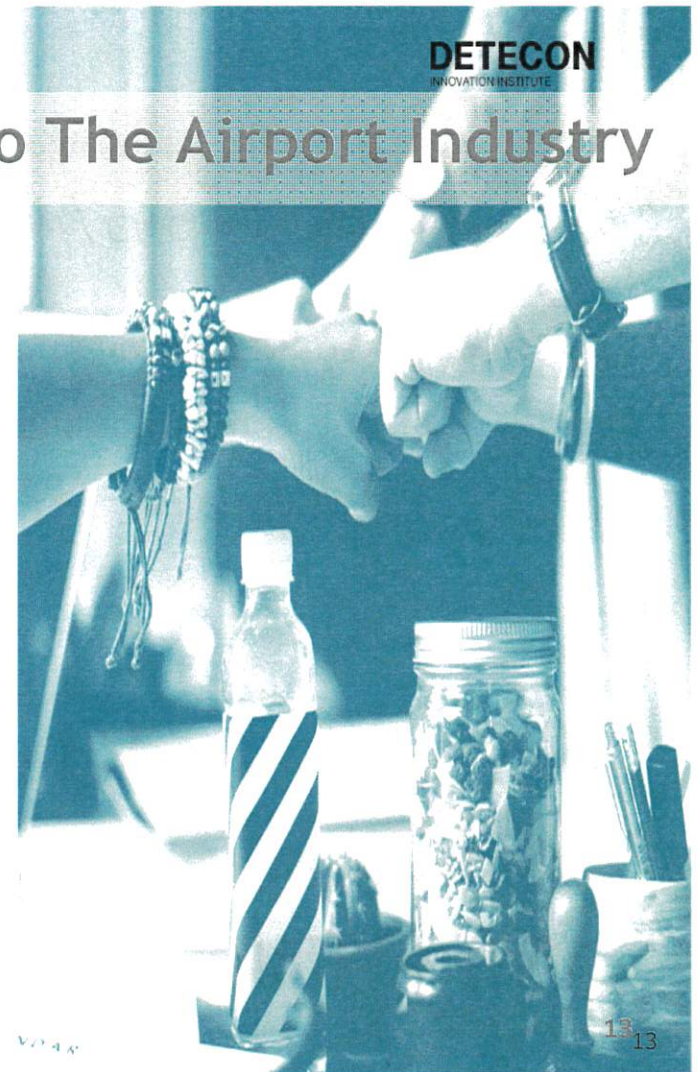


Guided collaboration between companies, innovators and industry executives and experts



Opportunity for implementation of successful ideas at SAN

SAN DIEGO
COUNTY
REGIONAL
AIRPORT
AUTHORITY



Schedule of Environmental Review / Milestones

Timeframe	Action
January 2017	Notice of Preparation Released & Scoping Meetings Held
March 2017	Board reviews ADP and directs staff to: <ul style="list-style-type: none"> ▪ Include on-airport entry road ▪ Create Harbor Drive Mobility Committee
July 9, 2018	Release Draft EIR for 60-Day Public Review Period
September 7, 2018	End of Public Review Period / All Comments Due
Sept - Dec 2018	Review Comments Received / Prepare Responses to Comments Prepare Final EIR for Board to Certify
CY 2019	Conduct NEPA Environmental Review / CA Coastal Act Review
CY 2020 / 2023	Begin Construction / Terminal 1 Replacement Opens (Phase 1a)

Questions?

www.san.org/plan



The following page(s) contain the backup material for Agenda Item: [SANDAG Accomplishments. \(Hon. Terry Sinnott, Chair, SANDAG Board of Directors\)](#)
Please scroll down to view the backup material.

Item # ____

11/20/18

SANDAG ACCOMPLISHMENTS

Hon. Terry Sinnott, Chair, SANDAG Board of Directors



SANDAG UPDATE

National City City Council | November 20, 2018

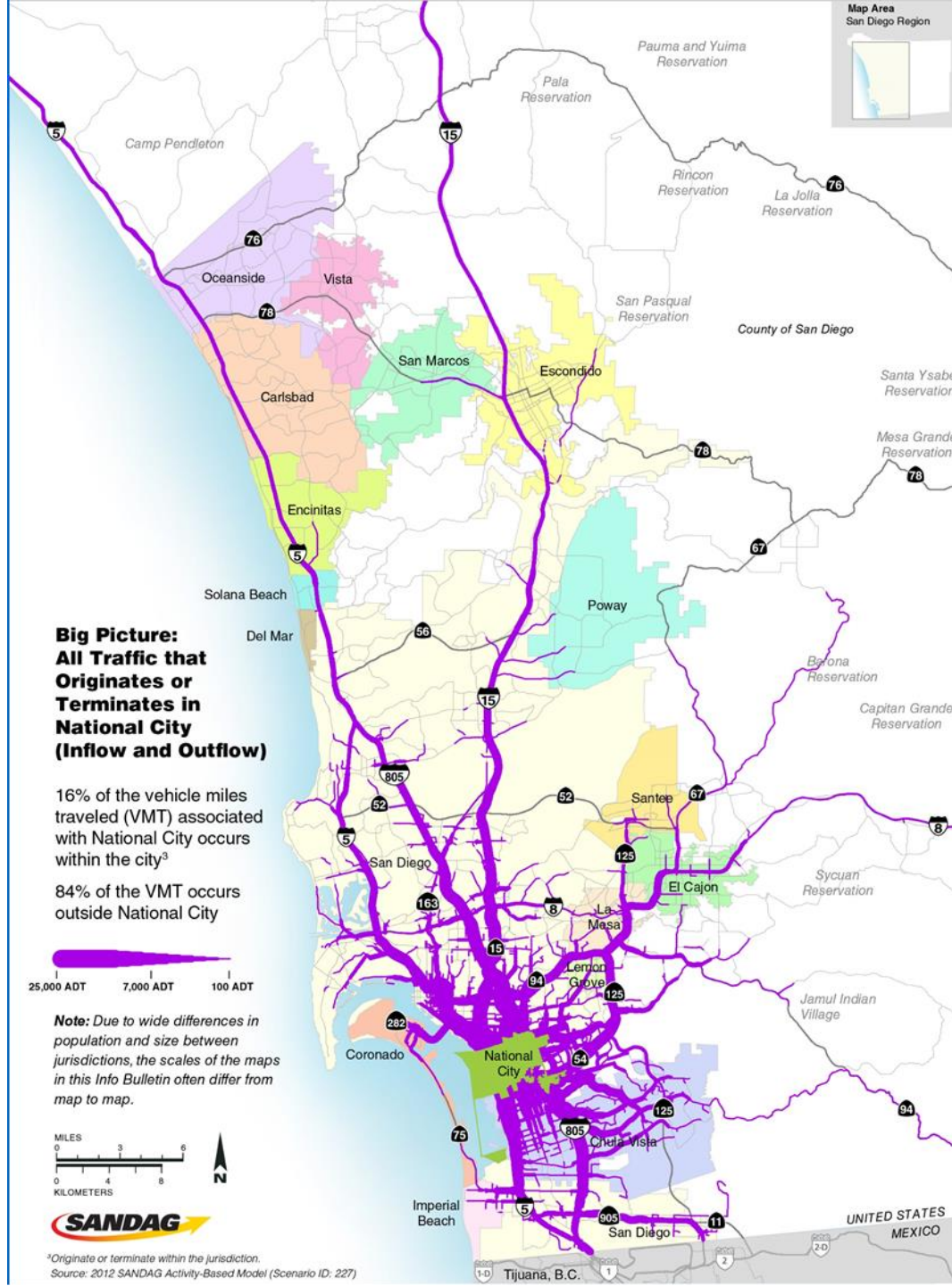


SANDAG Update



- 2017 Region Update / Video
- National City Accomplishments
- 2018 SANDAG Focus
- Outreach to National City

We are a
region
a network of
transportation
choices.



Video: 2017 Highlights

- Mid-Coast Trolley
- Gilman Drive Bridge
- North Coast Corridor – Lagoon Restoration
- South Bay *Rapid*
- I-15 *Rapid* Stations
- NCTD Train Stations
- LOSSAN Double Tracking
- Bicycle Trails
- Genesee Avenue Interchange
- Otay Mesa East Border Crossing
- SR 125 Toll Road
- iCommute Program
- Autonomous Vehicle Testing

National City Accomplishments

- *TransNet* Extension local roads allocation:
 - FY17: \$1,382,047
 - To Date: \$10,850,120
- Opened: 2.25-mile portion a Bayshore Bikeway in National City. Will eventually extend 24 miles around San Diego Bay.
- Awarded: \$50,000 Transportation Development Act/*TransNet* Active Transportation Grant to design, fabricate, and install custom bike racks
- Participated: South Bay Energy Action Collaborative and San Diego Regional Climate Collaborative

2018: Executive Director Recruitment



- Nationwide search for new Executive Director
- Extensive public and stakeholder outreach
- Board approved contract September 14
- Hasan Ikhrrata, current SCAG Executive Director
- Joins SANDAG on Dec. 3

2018 - Plan of Excellence

An action plan committed to listening to stakeholders, learning from experience, and leading continual improvement



2018 - SANDAG Initiatives

- Large capital project FY18 expenditures
 - Mid-Coast Trolley extension\$312 Million
 - Build NCC.....\$106 Million
 - South Bay *Rapid*.....\$28 Million
 - State Route 11/Otay Mesa East.....\$36 Million
- Development of San Diego Forward:
The 2019-2050 Regional Plan
- Implement *TransNet* and Regional Bike Plan
- Regional Housing Needs Assessment
- SB1: Approximately \$1 billion awarded to region
- Operations: South Bay Expressway, I-15 *FasTrak*, and Motorist Aid Services

2018 – Outreach and Communications

- Outreach a high SANDAG priority
 - Member agencies and partners
 - Other local agencies
 - Public and a wide range of stakeholders
- Tours of major worksites available
 - Mid-Coast Trolley Extension
 - South Bay *Rapid*
 - North Coast Corridor
- Regional Plan opportunity for National City
 - Extensive outreach in October
 - Next wave of outreach coming soon
- How can we communicate better?

Questions?

- Subscribe to Region, the SANDAG monthly newsletter at sandag.org/region
- Social Media
 - Facebook – SANDAGregion
 - Twitter – SANDAG
 - YouTube – SANDAGregion
 - Instagram – SANDAGregion

The following page(s) contain the backup material for Agenda Item: [Interviews and Appointments: Various Boards & Commissions. \(City Clerk\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO. |

ITEM TITLE:

Interviews and Appointments: Various Boards & Commissions. (City Clerk)

PREPARED BY: Michael R. Dalla

DEPARTMENT: City Clerk

PHONE: 619-336-4226

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Interview and appoint as desired.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Explanation
Applications

BOARDS & COMMISSIONS – CURRENT VACANCIES AND EXPIRED TERMS

November 20, 2018

CIVIL SERVICE COMMISSION

(Appointing Authority: City Council)

There is one (1) expiring term on the Civil Service Commission (**William Sendt**), and there is one applicant (**Paul Wapnowski**).

<u>Name</u>	<u>Interviewed</u>
Paul Wapnowski	No

COMMUNITY AND POLICE RELATIONS COMMISSION - CPRC

(Appointing Authority: Mayor, subject to confirmation by City Council and successful completion of a background check)

There is one (1) vacancy on the CPRC. There are three (3) applicants (**Coyote Moon, Andy Sanchez** and **Chris Butcher**).

<u>Name</u>	<u>Interviewed</u>
Coyote Moon	Yes (currently on Traffic Safety)
Andy Sanchez	Yes
Chris Butcher	No

LIBRARY BOARD OF TRUSTEES

(Appointing Authority: Mayor subject to confirmation by City Council)

There is one (1) vacancy on the Library Board and one (1) expiring terms (**Gloria Bird**). There are no new applicants.

PARKS, RECREATION & SENIOR CITIZENS ADVISORY BOARD (PRSCAB) (Appointing Authority: Mayor subject to confirmation by City Council)

There is one vacancy (**Saragosa**). There are no applicants.

PUBLIC ART COMMITTEE (Appointing Authority: Mayor subject to confirmation by City Council)

There is one (1) expired term (**Micaela Polanco**) on the Public Art Committee. Micaela Polanco does not wish re-appointment. There are no applicants.

TRAFFIC SAFETY COMMITTEE

(Appointing Authority: Mayor, subject to confirmation by City Council)

There is one (1) vacancy on the Traffic Safety Committee and one (1) applicant.

<u>Name</u>	<u>Interviewed</u>
Gloria Pangelinan	No

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

<input type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input checked="" type="checkbox"/> Civil Service Committee
<input type="checkbox"/> Library Board of Trustees	<input checked="" type="checkbox"/> Planning Commission
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	<input type="checkbox"/> Public Art Committee*
<input type="checkbox"/> Veterans & Military Families Advisory Committee*	<input type="checkbox"/> Traffic Safety Committee

- Applicants must be residents of the City of National City except for those marked by an * and all applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Paul Wapnowski

E-Mail: pwapnowski@gmail.com

Home Address: 2120 B Avenue

Tel. No.: 619-405-0175

Business Affiliation: None

Title: Classroom Teacher

Business Address: 2900 Highland Avenue

Tel. No.: 619-474-9700

Length of Residence in National City: 10 YRS San Diego County: 41 YRS California: 41 YRS

Educational Background: AA Liberal Arts (SDCC) BA Sociology (SDSU) MA Educational Leadership (Plymouth State University)

Occupational Experience: None

Professional or Technical Organization Memberships: None

Civic or Community Experience, Membership, or Previous Public Service Appointments: As GM of the Holiday Inn and Head baseball coach at Sweetwater High School, I have had experience in engaging community groups in various context.

Experience or Special Knowledge Pertaining to Area of Interest: None

Have you ever been convicted of a felony crime? No: ☒ Yes: ☐ misdemeanor crime? No: ☒ Yes: ☐

If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 08/13/2018

Signature: 

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

This documents is filed as a public document

Revised: March 2017



Montgomery Adult School
Imperial Beach Adult Education Center
3240 Palm Avenue, San Diego, CA 92154-1598
Tel: (619) 600-3800 Fax: (619) 423-7876



Principal: Wesley Braddock
E-mail: wesley.braddock@sweetwaterschools.org

School Administrative Assistant: Samantha Barba
E-mail: samantha.barba@sweetwaterschools.org

To Whom It May Concern,

It is indeed my pleasure to write this letter of recommendation for Mr. Paul Wapnowski as he applies for a position as "citizen appointee" on the National City Planning Commission.

I've known Paul since the early 90's when he was my student during my days as a teacher at Sweetwater High School. Later, I had the good fortune to hire him as a member of the teaching staff at that same school. He has always wanted to "come back to give back" to his school and now, his community.

Paul was born and raised in National City and is passionate about both its past and clearly, its future. He has a daughter who attends elementary school in the National School District and for that reason, as well as too many other reasons to list here, Paul has a vested interest in the city that he dearly loves.

I personally believe that Paul would be an excellent choice for your Commission. I hope that you give his application great consideration.

Feel free to contact me if you have any questions or need clarification on any of the aforementioned points.

Sincerely,

Principal
Montgomery Adult School

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

<input checked="" type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input type="checkbox"/> Civil Service Committee
<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	<input type="checkbox"/> Public Art Committee*
<input type="checkbox"/> Veterans & Military Families Advisory Committee*	<input type="checkbox"/> Traffic Safety Committee

- Applicants must be residents of the City of National City except for those marked by an * and all applicants must be U.S. Citizens.

➤ Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: CHRIS BUTCHER E-Mail: CBUTCHER2800@GMAIL.COM

Home Address: 667 PARADISE WAY Tel. No.: 949-310-0990

Business Affiliation: CLOUD NOW LLC Title: PRESIDENT

Business Address: 667 PARADISE WAY Tel. No.: 949-310-0990

Length of Residence in National City: 6 San Diego County: 35 California: 50

Educational Background: MARIAN CATHOLIC HIGH SCHOOL 1980-1984, SAN DIEGO STATE UNIVERSITY 1984-1989
NATIONAL UNIVERSITY 1991-1994

Occupational Experience: HIGH SCHOOL TEACHER 1991-2000 AT HOOVER HIGH & IRVINE HIGH SCHOOLS,
TELECOMMUNICATIONS CONSULTING AND SALES FROM 2000-CURRENT

Professional or Technical Organization Memberships: HIGH SCHOOL SECONDARY SCHOOL TEACHING
CREDENTIAL (EXPIRED), FORTINET NETWORK SECURITY EXPERT 2018

Civic or Community Experience, Membership, or Previous Public Service Appointments:

ORANGE, IRVINE AND NATIONAL CITY CHAMBER OF COMMERCE 2000-2006. BOARD OF DIRECTOR AT NATIONAL CITY CHAMBER OF COMMERCE 2016-2017.

Experience or Special Knowledge Pertaining to Area of Interest: 2017 NATIONAL CITY CHAMBER VOLUNTEER OF

THE YEAR & 2017 AMBASSADOR OF THE YEAR. CURRENTLY ON BOARD OF THE NATIONAL CITY POLICE & FIRE FOUNDATION. EXTENSIVE VOLUNTEER AND LEADERSHIP EXPERIENCE.

Have you ever been convicted of a felony crime? No: ☒ Yes: ☐ misdemeanor crime? No: ☒ Yes: ☐
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 10/15/2018

Signature: 

Please feel free to provide additional information or letters of endorsement.

Return completed form to: Office of the City Clerk, 1243 National City Blvd., National City, CA 91950

Thank you for your interest in serving the City of National City.

Supplemental Application:
National City Community and Police Relations Commission

The National City Community and Police Relations Commission serves as an independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department

The National City Community and Police Relations Commission is empowered to receive and review complaints regarding National City Police Department Personnel for alleged misconduct, and to recommend appropriate changes of Police Department policies and procedures toward the goals of safeguarding the rights of persons and promoting higher standards of competency, efficiency and justice in the provision of community policing services.

Applicants must be completely forthright and truthful during the application process. Applicants may be disqualified in the background process as a result of dishonesty and/or purposely omitting information regarding one's criminal history. Given the complexity of this Commission and its duties, it is necessary to pass a criminal background check prior to appointment by City Council and/or swearing in as Commissioner. Upon conditional appointment the Human Resources department will contact you to schedule the criminal background process when, and if appropriate. It is important to note that you fill out this application completely and honestly to the best of your abilities. Failure to disclose your criminal history may result in disqualification. If a conviction has been expunged disclosure is not required.

Have you ever been convicted of a felony crime: No: ☒ Yes: ☐

Have you been convicted of a misdemeanor: No: ☒ Yes: ☐

If any convictions were expunged disclosure is not required.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

Disqualifying criteria for Community and Police Relations Commissioner:

** See attached table

CITY OF NATIONAL CITY

APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES

<input type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input type="checkbox"/> Civil Service Committee
<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	<input type="checkbox"/> Public Art Committee*
<input type="checkbox"/> Veterans & Military Families Advisory Committee*	<input checked="" type="checkbox"/> Traffic Safety Committee

- Applicants must be residents of the City of National City except for those marked by an * and all applicants must be U.S. Citizens.
- Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

1

Name: **Gloria D. Pangelinan** E-Mail: gdpangelinan@hotmail.com

Home Address: 2021 N Avenue, National City, Ca 91950 Tel. No.: (cell) 619-808-5347

Business Affiliation: Retired Title:

Business Address: N/A Tel. No.:

Length of Residence in **National City: 1988, San Diego County: 1977, California: 1964**

Educational Background: Two Associate Degrees from Southwestern CCD

Occupational Experience: Previous administrative/clerical experience in Human Resources, Payroll Svcs, Risk Mgmt, and Title V (Soft Money Funding Source) at Southwestern CCD

Professional or Technical Organization Memberships: None

Civic or Community Experience, Membership, or Previous Public Service Appointments: Active Volunteer with Meals on Wheels; Norman Senior Center Participant (Chula Vista); community volunteer with AARP (local south bay metro chapter)

Experience or Special Knowledge Pertaining to Area of Interest: Active senior citizen with my own car commuting everyday throughout National City and the neighboring communities at all times during day and night. I am keenly aware of the roads conditions, traffic situations, bus stop locations, and pedestrian foot traffic.

Have you ever been convicted of a felony crime? No: X Yes: misdemeanor crime? No: Yes:
If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying. Please feel free to provide an explanation or information regarding yes answers to the above two questions.

Date: 10/8/18

Signature: Gloria D. Pangelinan

The following page(s) contain the backup material for Agenda Item: [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # ____
11/20/18

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL
CITY APPROVING THE WAIVING OF THE READING OF THE
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING
AND PROVIDING THAT SUCH ORDINANCES SHALL BE
INTRODUCED AND/OR ADOPTED AFTER A READING
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of April 3, 2018 and the Special Meetings of the City Council of the City of National City of April 3, 2018, April 17, 2018, and October 16, 2018 and the Corrected Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of April 4, 2017. \(City Clerk\)](#)

Please scroll down to view the backup material.

**APPROVAL OF THE MINUTES OF THE REGULAR MEETING
OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT
COMMISSION – HOUSING AUTHORITY OF THE CITY OF
NATIONAL CITY OF APRIL 3, 2018 AND THE SPECIAL
MEETINGS OF THE CITY COUNCIL OF THE CITY OF
NATIONAL CITY OF APRIL 3, 2018, APRIL 17, 2018, AND
OCTOBER 16, 2018 AND THE CORRECTED MINUTES OF
THE REGULAR MEETING OF THE CITY COUNCIL AND
COMMUNITY DEVELOPMENT COMMISSION – HOUSING
AUTHORITY OF THE CITY OF NATIONAL CITY OF
APRIL 4, 2017.**

(City Clerk)

DRAFT DRAFT DRAFT
**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

April 3, 2018

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:07 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Deese, Denham, Duong, Manganiello, Morris-Jones, Parra, Raulston, Roberts, Rodriguez, Vergara, Williams, Yano, Ybarra.

Others present: City Treasurer Mitch Beauchamp and Student Representative Erika Gastelum.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

PUBLIC COMMENTS

Brian Clapper, National City, extended an invitation to a fund raising spaghetti dinner for the Maytime Band Review Committee.

Coyote Moon, National City, reviewed the code enforcement issues she experienced on her property and called for an investigation of Council Member Cano.

Andrew McKercher, National City, supports an investigation of Council Member Cano and his code violation history.

Gloria Jean Nieto, National City, said Council Member Cano should resign because of his code violation history and called for an investigation.

Elizabeth Lopez, National City, recounted what happened to her family as a result of code violations and said that they are still homeless.

PRESENTATIONS

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2018
(102-10-13)**

1. Introduction of New Employee Roberto Yano, Deputy City Engineer. (Engineering/Public Works)
2. NewSchool of Architecture's Vision for National City's Downtown Specific Plan. (Daniela Deutsch, Professor)

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 3 (NCMC), Item No. 4 (Minutes), Item Nos. 5 through 7 (Resolution Nos. 2018-45 through 2018-47), Item No. 8 (Temporary Use Permit), Item Nos. 9 and 10 (Warrant Registers). Motion by Sotelo-Solis, seconded by Rios, to approve the Consent Calendar. Carried by unanimous vote.

MUNICIPAL CODE 2018 (506-2-33)

3. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (CITY CLERK)

ACTION: Approved. See above.

APPROVAL OF MINUTES (103-2-1)

4. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF NOVEMBER 7, 2017 AND SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY OF MARCH 20, 2018. (City Clerk)

ACTION: Approved. See above.

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

5. Resolution No. 2018-45. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY WAIVING THE FORMAL BID PROCESS CONSISTENT WITH NATIONAL CITY MUNICIPAL CODE SECTION 2.60.260 REGARDING COOPERATIVE PURCHASING AND AUTHORIZING THE CITY (BUYER) TO 1) PIGGYBACK ON THE NATIONAL JOINT POWERS ALLIANCE (NJPA) CONTRACT #081716-NAF TO AWARD THE PURCHASE OF ONE 2018 INTERNATIONAL 4300 SBA 4X2 (MA025) 33,000 GVWR TRUCK WITH 5-7 YARD DUMP BODY TO NATIONAL AUTO FLEET GROUP IN AN AMOUNT NOT TO EXCEED \$111,166.43, AND (2) APPROPRIATING AN ADDITIONAL \$5,173.13 TO THE EQUIPMENT REPLACEMENT RESERVE - STREETS FUND. (Engineering/Public Works)

ACTION: Approved. See above.

CONSENT CALENDAR (cont.)

CONTRACT (C2017-49)

6. Resolution No. 2018-46. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE MAYOR TO EXECUTE A THIRD AMENDMENT TO THE AGREEMENT WITH AIR QUALITY COMPLIANCE SOLUTIONS, INC., DBA; RELY ENVIRONMENTAL, FOR ON-CALL ENVIRONMENTAL COMPLIANCE MANAGEMENT SERVICES, INCREASING THE NOT-TO-EXCEED AMOUNT OF THE AGREEMENT BY \$50,000, FOR A TOTAL AGREEMENT AMOUNT OF \$200,000, FOR A TERM OF TWO YEARS, WITH THE OPTION TO EXTEND FOR AN ADDITIONAL PERIOD OF UP TO ONE YEAR. (Engineering/Public Works)

ACTION: Approved. See above.

GRANT / COMMUNITY SERVICES (206-4-26)

7. Resolution No. 2018-47. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RETROACTIVELY APPROVING THE FILING OF AN APPLICATION FOR THE COUNTY OF SAN DIEGO'S COMMUNITY ENHANCEMENT PROGRAM GRANT FOR FISCAL YEAR 2019 IN THE AMOUNT OF \$10,000 FOR THE CITY'S ANNUAL EVENT, "A KIMBALL HOLIDAY AND TREE LIGHTING CEREMONY". (Community Services)

ACTION: Approved. See above.

TEMPORARY USE PERMITS 2018 (203-1-34)

8. Temporary Use Permit – The 10th Annual GranFondo San Diego Fun Bike Ride sponsored by GranFondo Cycling Tours on April 8, 2018 from 7:15 a.m. to 5 p.m. with no waiver of fees. (Neighborhood Services)

ACTION: Approved. See above.

WARRANT REGISTER JULY 2017 - JUNE 2018 (202-1-32)

9. Warrant Register #34 for the period of 02/14/18 through 02/20/18 in the amount of \$1,622,899.17. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2017 - JUNE 2018 (202-1-32)

10. Warrant Register #35 for the period of 02/21/18 through 02/27/18 in the amount of \$1,749,883.71. (Finance)

ACTION: Ratified. See above.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

TRANSPORTATION SANDAG REPORTS GENERAL ADMIN (802-2-1)

11. Resolution No. 2018-48. PUBLIC HEARING ON THE ADOPTION OF A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING THE PREVIOUSLY ADOPTED TRANSPORTATION DEVELOPMENT IMPACT FEE (TDIF) SCHEDULE AND ANNUAL ADJUSTMENT TO THE TDIF, PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 4.52.100 AND CONSISTENT WITH GOVERNMENT CODE SECTION 66017, APPROVING AN ADJUSTMENT TO THE TDIF OF 3.3 PERCENT, AS REQUIRED BY THE SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG) FOR RECEIPT OF TRANSNET LOCAL STREET IMPROVEMENT REVENUES, RESULTING IN THE TDIF INCREASING FROM \$2,405 PER NEW RESIDENTIAL DWELLING UNIT TO \$2,484 PER UNIT BEGINNING JULY 1, 2018. (Engineering/Public Works)

RECOMMENDATION: Hold Public Hearing on the adoption of a Resolution increasing the TDIF from \$2,405 per new residential dwelling unit to \$2,484 per unit beginning July 1, 2018.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to close the Public Hearing. Carried by unanimous vote.

Motion by Mendivil, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

PROP A TRANSNET (RTIP) ADMIN (205-5-1)

12. Resolution No. 2018-49. PUBLIC HEARING ON THE ADOPTION OF A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) APPROVING THE TRANSNET LOCAL STREET IMPROVEMENT PROGRAM OF PROJECTS FOR NATIONAL CITY FOR FISCAL YEARS 2019 THROUGH 2023 CONSISTING OF THE FOLLOWING PROJECTS FOR INCLUSION IN THE 2018 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP): PLAZA BLVD WIDENING (NC01), STREET RESURFACING (NC03), TRAFFIC SIGNAL INSTALL/UPGRADES (NC04) AND CITYWIDE SAFE ROUTES TO SCHOOL (NC15); AND 2) AUTHORIZING THE ESTABLISHMENT OF A TRANSNET PROPOSITION A FUND APPROPRIATION OF \$1,066,000 FOR FY 2019 AND CORRESPONDING REVENUE BUDGET. (Engineering/Public Works)

RECOMMENDATION: Hold Public Hearing on the adoption of a Resolution approving the TransNet Local Street Improvement Program of Projects for National City for Fiscal Years 2019 through 2023 for inclusion in the RTIP.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to close the Public Hearing. Carried by unanimous vote.

Motion by Sotelo-Solis, seconded by Mendivil, to adopt the Resolution. Carried by unanimous vote.

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS (cont.)

HOUSING AUTHORITY 2018 (404-1-7)

13. Resolution No. 2018-50. PUBLIC HEARING ON THE ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS WITH NO FISCAL IMPACT TO THE CITY AND NOT TO EXCEED \$80,000,000 IN OUTSTANDING AGGREGATE PRINCIPAL TO FINANCE THE ACQUISITION AND REHABILITATION OF AN EXISTING 372-UNIT MULTIFAMILY RENTAL HOUSING PROJECT KNOWN AS SUMMERCREST APARTMENTS LOCATED AT 2601-2717 PLAZA BOULEVARD IN NATIONAL CITY. (Housing & Economic Development)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to close the Public Hearing. Carried by unanimous vote.

Motion by Sotelo-Solis, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NON CONSENT RESOLUTIONS

NEW BUSINESS

CONDITIONAL USE PERMITS 2018 (403-32-2)

14. Notice of Decision – Planning Commission approval of a Conditional Use Permit for the on-site sale of beer and wine at an existing seafood restaurant (The Ace Crab) located at 3403 East Plaza Boulevard Suite E. (Applicant: Ty Van Vo) (Case File 2018-03 CUP) (Planning)

RECOMMENDATION: File the Notice of Decision.

TESTIMONY: None.

ACTION: Motion by Morrison, seconded by Mendivil, to approve the CUP and file the Notice of Decision. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Rios. Nays: Sotelo-Solis. Absent: None. Abstain: None.

CONDITIONAL USE PERMITS 2018 (403-32-2)

15. Notice of Decision – Planning Commission approval of a Conditional Use Permit for the substitution of nonconforming use at an existing building located at 1845 East 12th Street. (Applicant: Iona Sharf) (Case File 2018-05 CUP) (Planning)

RECOMMENDATION: Approve the Conditional Use Permit.

CONDITIONAL USE PERMITS 2018 (403-32-2)

15. Notice of Decision (continued).

TESTIMONY: The following individuals voiced their opposition to the Conditional Use Permit: Marco Gomez, National City, Robert, Stacy and Tamarie Tigh, National City, Laura and Rosalie Zarate, National City.

Michael Sharf answered questions from the Council on behalf of Applicant Iona Sharf.

ACTION: Motion by Sotelo-Solis, seconded by Mendivil, to set for a Public Hearing on May 1st. Carried by unanimous vote.

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

HOUSING AUTHORITY 2018 (404-1-7)

16. Resolution No. 2018-62. PUBLIC HEARING ON THE ADOPTION OF A RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY (HACNC), STREAMLINED ANNUAL PLAN FOR PUBLIC HOUSING AGENCY (PHA) FOR FISCAL YEAR 2018 - 2019 AUTHORIZING THE SUBMITTAL OF THE PHA PLAN TO THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. (Housing & Economic Development)

RECOMMENDATION: Conduct the Public Hearing and adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Rios, to close Public Hearing. Carried by unanimous vote.

Motion by Mendivil, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

HOUSING AUTHORITY 2018 (404-1-7)

17. Resolution No. 2018-63. RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY (HACNC), APPROVING THE REVISIONS TO THE HOUSING CHOICE VOUCHER PROGRAM'S ADMINISTRATIVE PLAN, AND AUTHORIZING SUBMITTAL OF THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. (Housing & Economic Development)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Mendivil, to adopt the Resolution. Carried by unanimous vote.

C. REPORTS

STAFF REPORTS

Emergency Services Director Frank Parra reported on the Youth Wellness Program, Firefighter Friends in Training (FFIT), being undertaken by the National City Fire Department to increase interaction with youth and promote healthy habits and exercise.

Finance Director Mark Roberts clarified the FY 2019 Budget Adoption Date will be at the Regular Meeting of June 19th rather than on June 12th as previously planned.

MAYOR AND CITY COUNCIL

Member Mendivil highlighted the weekend carnival event at Cornerstone Church and the 'Love they Neighborhood' group visit to the Senior Living facility at 2525 Highland Avenue.

Member Sotelo-Solis commended the public for their attendance and participation at the meeting; encouraged people to be careful on the road now that school is back in session and praised the recent Special Meeting on Housing.

Member Rios expressed her disappointment in Member Cano for not setting a good example for the community by not complying with permitting processes and addressing the numerous code violations at his residence.

Member Rios suggested that Mr. Cano not participate in the following votes due to a conflict of interest which derives from personal benefit while he is in official capacity.

Motion by Rios, seconded by Sotelo-Solis, to place on the April 17th agenda, a discussion on giving direction to the City Attorney to hire an outside third party to investigate Mr. Cano, according to the Government Code Article 87100 which states that 'no public official at any level of state or local government shall make or participate in making or in any way attempt to use his official position to influence a government or staff decision in which he knows, or has reason to know, that he has a financial interest. Carried by the following vote, to-wit: Ayes: Mendivil, Morrison, Rios, Sotelo-Solis. Nays: None. Absent: None. Abstain: Cano.

Member Mendivil quoted scripture on "casting the first stone" and "you will reap what you sow". He wondered about the motive and what Member Rios wants to know that she doesn't already know. He asked for clarification from the City Attorney if an outside third-party is needed to learn what we want to learn.

City Attorney Morris-Jones responded that it depends on whether or not there was a misuse of power and that there should be an outside party investigating the matter.

MAYOR AND CITY COUNCIL (cont.)

A second motion was made by Rios, to bring back for a discussion to bring a resolution at the April 17th meeting to censure Mr. Cano for bringing discredit upon the City by his conduct. The fourteen (14) violations with Building Codes, and failing to make the corrections in a timely fashion, and also to direct the Chief Building Official to fine Mr. Cano \$100 per violation, per day, as is consistent with past practices. Motion died for lack of a second.

A request was made by Member Sotelo-Solis for the maker of the motion to separate the motion into two. The maker agreed.

Motion by Rios, seconded by Sotelo-Solis, to place on the April 17th agenda, a discussion to bring a resolution directing the Chief Building Official to fine Mr. Cano \$100 per violation per day as is consistent with past practices. Motion failed by the following vote, to-wit: Ayes: Rios, Sotelo-Solis. Nays: Mendivil, Morrison. Absent: None. Abstain: Cano.

Member Rios made the following statement, "For those of you who were here earlier today and the Housing folks came up to have a photo, there was a staff person who asked us to move together. I moved toward Mr. Cano. He has expressed to the City Attorney that I touched him inappropriately. I am saying this out loud, not because again that this is pleasant for me because I don't want him to take that and to make it an issue; and so now it is out there publically".

Member Cano responded "Yes, unfortunately, I will address that with you and the City Attorney behind closed doors, um, because your touching was very inappropriate; this is not the first or the second time you've done it and it needs to stop. You have something about jumping on every picture and everybody needs their space and if you see a picture you're going to see that Mendivil gives Ms. Solis her space, Ms. Solis gave the Mayor space, and I gave the Mayor his space. For one reason or another, what you did, it was inappropriate, very inappropriate".

Mayor Morrison praised several family-oriented events that occurred over the past weekend that shows what our city can be when it wants to be.

Member Sotelo-Solis stated that she felt very uncomfortable with accusations flying and to know that one or both of her colleagues feel that there was inappropriateness. She suggested to the Chair to help by bringing ways to facilitate how to take group pictures comfortably.

Mayor Morrison responded that everyone is an adult and he Chairs but does not babysit.

CLOSED SESSION REPORT

There was no Closed Session Report.

ADJOURNMENT

Motion by Mendivil, seconded by Rios, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday – April 17, 2018 - 6:00 p.m. - Council Chambers - National City, California. Carried by unanimous vote.

Regular Meeting of the City Council and Community Development Commission
Housing Authority of the City of National City - Tuesday - April 17, 2018 - 6:00 p.m.
- Council Chambers - National City, California.

The meeting closed at 8:03 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of November 20, 2018.

Mayor

UPCOMING SPECIAL MEETING:

Tuesday, April 17, 4:00 p.m. – Homeless Outreach Workshop

BUDGET SCHEDULE - FY 2019:

Tuesday, May 8, 2018, 5:00 p.m. - Budget Workshop / Preliminary Budget Presentation

Tuesday, May 29, 2018, 5:00 p.m. - Budget Workshop

Tuesday, June 12, 2018, 6:00 p.m. - Budget Hearing / Adoption

DRAFT DRAFT DRAFT

**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY**

CAPITAL IMPROVEMENT PROGRAM NEEDS ASSESSMENT WORKSHOP

April 3, 2018

The Special Meeting of the City Council of the City of National City was called to order at 4:08 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Deese, Manganiello, Raulston, Roberts

PUBLIC COMMENTS – None.

1. Capital Improvement Program Needs Assessment Workshop – Presentation.

STAFF REPORT: Presentations were made by City Engineer/Public Works Director Steve Manganiello, Deputy City Manager Brad Raulston, and Mike Myers, the City's Consultant from Engineering Advisors.

ACTION: There were questions and comments by the City Council. No action was taken.

NOTE: All presentation materials are attached as Exhibit "A".

ADJOURNMENT

Motion by Sotelo-Solis, seconded by Mendivil, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held - Tuesday – April 3, 2018 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

Next Regular City Council Meeting: Tuesday, April 3, 2018, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

The meeting closed at 5:09 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of November 20, 2018.

Mayor

DRAFT DRAFT DRAFT
**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY**

HOMELESS OUTREACH WORKSHOP

April 17, 2018

The Special Meeting of the City Council of the City of National City was called to order at 4:09 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Morrison, Rios, Sotelo-Solis.

Council / Board members absent: Mendivil.

Administrative Officials present: Dalla, Deese, Morris-Jones, Raulston, Smith, Vergara.

1. Homeless Outreach Workshop – Presentation

Armando Vergara, Neighborhood Services Director, provided an overview of homelessness and outreach in the City and an update on continuing efforts and challenges to address the situation.

Kathryn Durant, San Diego Regional Task Force on the Homeless, presented the results of the annual 'We All Count' Regional Homelessness Census.

Jennifer Flores, San Diego County Health and Human Services Department, reported on the Hepatitis 'A' prevention efforts in National City.

Frank Parra, Director of Emergency Services provided information on Fire and Medical Service responses involving homeless persons.

Acting Police Captain Graham Young and Police Lieutenant Robert Rounds addressed homeless specific calls for service for 1916-1917, crime cases and arrests and provided some proposed response options.

Angelita Palma, Acting Housing & Economic Development Manager, discussed Transitional Housing Efforts, Rental Assistance Programs and HUD funded grant activities that provide housing assistance for 1123 families.

Don Jasmund, Street & Wastewater Superintendent presented information and photos of homeless encampment and clean-up efforts by Public Works crews.

Joe Olson, City Code Enforcement Officer, reviewed Code Enforcement Efforts by the Neighborhood Services Department.

Amy Gonyeau, Chief Operating Office of the Alpha Project, presented an overview of Alpha Project services, Outreach and Engagement, Direct Accomplishments and success stories.

Armando Vergara, Neighborhood Services Director, concluded the presentations by summarizing next steps and objectives going forward.

Note: All presentation materials are attached as Exhibit "A".

PUBLIC COMMENTS

Tracy Morgan Hollingworth, Pacific Southwest Association of Realtors, shared information on their association and stated that they applied for a National Association of Realtors Grant that allowed them to develop an app called, "Get it Done", which is on the City of San Diego website. The app will reach out to 80% of the homeless who own cell phones.

Roberto Garcia, Planning Commissioner, National City, expressed his appreciation for the City addressing the homelessness issues but was concerned with the cost in money and resources being expended by the City.

Members retired into Closed Session at 5:59 p.m.

CLOSED SESSION

CITY COUNCIL

2. Real Property Transaction – Government Code Section 54956.8
Property Description: 1430 Hoover Avenue
Assessor Parcel No: 560-061-15-00
Agency Negotiator: Brad Raulston
Negotiating Parties: Mark Lewkowitz
Under Negotiation: Price and terms of payment

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, April 17, 2018, 6:00 p.m., City Council Chambers, Civic Center – National City, California.

City Clerk

The foregoing minutes were approved at the Regular Meeting of November 20, 2018.

Mayor

DRAFT DRAFT DRAFT
**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF NATIONAL CITY**

October 16, 2018

The Special Meeting of the City Council of the City of National City was called to order at 4:30 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Deese, Morris-Jones, Raulston

CITY COUNCIL

OPEN SESSION

PUBLIC COMMENTS – None.

Members retired into Closed Session at 4:51 p.m.

CLOSED SESSION

1. Conference with Labor Negotiators – Government Code Section 54957.6
Agency Designated Representatives: Eddie Kreisberg, Mark Roberts, Irene Mosley, Jose Tellez, and Lilia Muñoz
Employee Organization: Police Officers' Association
2. Conference with Labor Negotiators – Government Code Section 54957.6
Agency Designated Representatives: Eddie Kreisberg, Mark Roberts, Robert Hernandez, Irene Mosley, and Lilia Muñoz
Employee Organization: Firefighters' Association
3. Conference with Labor Negotiators – Government Code Section 54957.6
Agency Designated Representatives: Eddie Kreisberg, Mark Roberts, Irene Mosley, Alfredo Ybarra, and Lilia Muñoz
Employee Organization: Municipal Employees' Association
4. Conference with Legal Counsel – Potential Litigation: Two cases
Potential Litigation Pursuant to Government Code Section 54956.9(e)(1)

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, October 16, 2018, 6:00 p.m.,
City Council Chambers, Civic Center – National City, California.

City Clerk

The foregoing minutes were approved at the Regular Meeting of November 20, 2018.

Mayor

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY
(Corrected)**

April 4, 2017

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:08 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Administrative Officials present: Dalla, Deese, Duong, Eiser, Manganiello, Roberts, Stevenson, Vergara, Williams, Ybarra.
Others present: City Treasurer Mitch Beauchamp and Student Representative Jose Estrada.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

PUBLIC COMMENTS

Jacqueline Reynoso, Chamber of Commerce CEO, extended an invitation to the Chamber's Annual Job Fair on April 12th.

Karen Clayton, Spring Valley, spoke in support of a ban on pet stores.

Lawrence Emerson, National City, provided information on the benefits and programs available for electric vehicles.

Jesus Preciado, National City, spoke in support of developing tourism in National and suggested efforts begin on locating a cruise ship terminal at 24th Street.

PROCLAMATIONS

PROCLAMATION ADMIN (102-2-1)

1. Proclaiming the month of April, 2017 as "Fair Housing Month"

PRESENTATIONS

**COUNCIL MEETING PRESENTATIONS / AWARDS & RECOGNITIONS 2017
(102-10-12)**

2. The National City Police Department will provide a presentation on the improvements to the Police Facility. The improvements include upgrades to storage, electrical and waterproofing. (Police)

INTERVIEWS / APPOINTMENTS

BOARDS & COMMISSIONS ADMIN (101-1-1)

3. Interviews and Appointments: Planning Commission. (City Clerk)
ACTION: Ballots were distributed for a vacant position on the Planning Commission. Mr. Gonzalo Quintero received four votes (Cano, Morrison, Rios, Sotelo-Solis). David Garcia received one vote (Mendivil). Gonzalo Quintero was declared duly appointed to the Planning Commission.

CITY COUNCIL

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 4 (NCMC), Item No. 5 (Minutes), Item Nos. 6 through 13 (Resolution No. 2017-40 through 2017-47), Item No. 14 (TUP), Item No. 15 (Report), Item Nos. 16 through 18 (Warrant Registers). Motion by Sotelo-Solis, seconded by Cano, to approve the Consent Calendar. Carried by unanimous vote.

MUNICIPAL CODE 2017 (506-2-32)

4. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)
ACTION: Approved. See above.

APPROVAL OF THE MINUTES (103-2-01)

5. APPROVAL OF THE MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF SEPTEMBER 20, 2016 AND JANUARY 17, 2017. (City Clerk)
ACTION: Approved. See above.

FINANCIAL MANAGEMENT 2016-2017 (204-1-32)

6. Resolution No. 2017-40. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE APPROPRIATION OF \$110,000 IN THE PLAZA BOULEVARD WIDENING CIP EXPENDITURE ACCOUNT FROM TRANSPORTATION DEVELOPMENT IMPACT FEE (TDIF) FUND BALANCE FOR CONSTRUCTION OF THE PLAZA BOULEVARD WIDENING PROJECT. (Engineering/Public Works)
ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

CONTRACT (C2017-18)

7. Resolution No. 2017-41. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A COMPENSATION AGREEMENT WITH THE AFFECTED TAXING ENTITIES PERTAINING TO THE SALE OF A 1.07-ACRE PARCEL OF VACANT LAND LOCATED AT 1640 EAST PLAZA BLVD. IN NATIONAL CITY RETAINED BY THE CITY OF NATIONAL CITY FOR FUTURE DEVELOPMENT PURSUANT TO THE REVISED LONG RANGE PROPERTY MANAGEMENT PLAN. (Housing & Economic Development)
ACTION: Adopted. See above.

EQUIPMENT / VEHICLE PURCHASE ADMIN (209-1-1)

8. Resolution No. 2017-42. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE ACCEPTANCE OF THE LOWEST, RESPONSIVE, RESPONSIBLE BID, FOR THE BUILD OUT OF (1) 2017 CHEVROLET SUBURBAN, FOR THE FIRE DEPARTMENT FROM JOHNSON EQUIPMENT OF PERRIS, IN THE AMOUNT OF \$32,325.40. (Finance)
ACTION: Adopted. See above.

MUNICIPAL CODE 2017 (506-2-32)

9. Resolution No. 2017-43. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AND AUTHORIZING THE ISSUANCE OF A WRITTEN REPORT PERTAINING TO A MORATORIUM ORDINANCE PROHIBITING THE ISSUANCE OF MASSAGE TECHNICIAN PERMITS OR LICENSES FOR A PERIOD OF 45 DAYS, AND PROHIBITING NEW MASSAGE ESTABLISHMENTS FROM LOCATING WITHIN THE CITY FOR A PERIOD OF 45 DAYS. (City Attorney)
ACTION: Adopted. See above.

GRANT / PUBLIC SAFETY (206-4-27)

10. Resolution No. 2017-44. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RATIFYING THE ACCEPTANCE OF THE 3RD DISBURSEMENT FROM THE STATE OF CALIFORNIA AB109 GRANT FUND, ADMINISTERED THROUGH THE CITY OF SAN DIEGO IN THE AMOUNT OF \$75,208.00, AND THE ESTABLISHMENT OF A FISCAL YEAR 2017 APPROPRIATION OF \$75,208.00 AND A CORRESPONDING REVENUE BUDGET FOR MONITORING AND ASSISTING FRONTLINE LAW ENFORCEMENT IN OUR REGION WITH THE PROBLEMS ASSOCIATED WITH THE EARLY RELEASE OF NON-VIOLENT OFFENDERS FROM STATE PRISON. (Police)
ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

PARKING & TRAFFIC CONTROL ADMIN 2017 (801-2-38)

11. Resolution No. 2017-45. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGN IN FRONT OF THE RESIDENCE AT 411 "T" AVENUE (TSC NO. 2017-07). (Engineering/Public Works)
ACTION: Adopted. See above.

PARKING & TRAFFIC CONTROL ADMIN 2017 (801-2-38)

12. Resolution No. 2017-46. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGN IN FRONT OF THE RESIDENCE AT 1336 HARDING AVENUE (TSC NO. 2017-08). (Engineering/Public Works)
ACTION: Adopted. See above.

PARKING & TRAFFIC CONTROL ADMIN 2017 (801-2-38)

13. Resolution No. 2017-47. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING INSTALLATION OF A BLUE CURB DISABLED PERSONS PARKING SPACE WITH SIGN ON W. 18TH STREET, WEST OF THE CROSSWALK, IN FRONT OF KIMBALL ELEMENTARY SCHOOL LOCATED AT 302 WEST 18TH STREET (TSC NO. 2017-10). (Engineering/Public Works)
ACTION: Adopted. See above.

TEMPORARY USE PERMITS 2017 (203-1-33)

14. Temporary Use Permit – Halloween retail tent store hosted by Halloween Express at Westfield Plaza Bonita Mall from August 31, 2017 thru November 4, 2017 with no waiver of fees. (Neighborhood Services)
ACTION: Approved. See above.

FINANCIAL MANAGEMENT 2016-2017 (204-1-32)

15. Investment transactions for the month ended January 31, 2017. (Finance)
ACTION: Filed. See above.

WARRANT REGISTER JULY 2016 – JUNE 2017 (202-1-31)

16. Warrant Register #32 for the period of 02/01/17 through 02/07/17 in the amount of \$1,954,554.52. (Finance)
ACTION: Ratified. See above.

WARRANT REGISTER JULY 2016 – JUNE 2017 (202-1-31)

17. Warrant Register #33 for the period of 02/08/17 through 02/14/17 in the amount of \$1,740,252.31. (Finance)
ACTION: Ratified. See above.

WARRANT REGISTER JULY 2016 – JUNE 2017 (202-1-31)

18. Warrant Register #34 for the period of 02/15/17 through 02/21/17 in the amount of \$473,307.79. (Finance)
ACTION: Ratified. See above.

PUBLIC HEARINGS

TRANSPORTATION DEVELOPMENT PLANNING ADMIN (802-3-1)

19. Public Hearing of the City Council of the City of National City to consider amending the previously adopted Transportation Development Impact Fee (TDIF) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100 and consistent with Government Code Section 66017, proposing to increase the TDIF by 2%, as required by San Diego Association of Governments (SANDAG), resulting in the fee adjusting from \$2,357 per new residential dwelling unit to \$2,405 per unit beginning July 1, 2017. (Engineering/Public Works)

RECOMMENDATION: Hold Public Hearing to consider amending the previously adopted TDIF schedule and annual adjustment to the TDIF.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to close the Public Hearing. Carried by unanimous vote

ORDINANCES FOR ADOPTION

MUNICIPAL CODE 2017 (506-2-32)

20. Ordinance No. 2017-2434. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING TITLE 11 OF THE NATIONAL CITY MUNICIPAL CODE BY AMENDING CHAPTER 11.70 REGULATING TAXICAB AND OTHER FOR-HIRE VEHICLES THROUGH ADOPTION OF SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) CODIFIED ORDINANCE NO. 11. (City Attorney)

RECOMMENDATION: Adopt proposed Ordinance.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Mendivil, to adopt the Ordinance. Carried by unanimous vote

NON CONSENT RESOLUTIONS

TRANSPORTATION DEVELOPMENT PLANNING ADMIN (802-3-1)

21. Resolution No. 2017-48. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING THE PREVIOUSLY ADOPTED TRANSPORTATION DEVELOPMENT IMPACT FEE (TDIF) SCHEDULE AND ANNUAL ADJUSTMENT TO THE TDIF, PURSUANT TO NATIONAL CITY MUNICIPAL CODE SECTION 4.52.100 AND CONSISTENT WITH GOVERNMENT CODE SECTION 66017, APPROVING AN INCREASE IN THE TDIF BY 2%, AS REQUIRED BY SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG), RESULTING IN THE FEE ADJUSTING FROM \$2,357 PER NEW RESIDENTIAL DWELLING UNIT TO \$2,405 PER UNIT BEGINNING JULY 1, 2017. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: Coyote Moon, National City, spoke in opposition.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NON CONSENT RESOLUTIONS (cont.)

CONTRACT (C2017-19)

22. Resolution No. 2017-49. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AWARDING A CONTRACT TO TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$915,818.00 FOR THE 18TH STREET PEDESTRIAN AND BICYCLE ENHANCEMENTS PROJECT, CIP NO. 16-10; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$137,372.70 FOR ANY UNFORESEEN CHANGES; 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; AND 4) ESTABLISHING APPROPRIATION OF REVENUES AND EXPENDITURES FOR \$1,025,000.00 IN STATE ACTIVE TRANSPORTATION GRANT FUNDS FOR THE PROJECT. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

SD COUNTY WATER AUTHORIT ADMIN (907-01-12)

23. Resolution No. 2017-50. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY SUPPORTING THE SAN DIEGO COUNTY WATER AUTHORITY'S LONG TERM WATER SUPPLY PLAN AND LITIGATION AGAINST THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA. (City Manager)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NEW BUSINESS

TEMPORARY USE PERMITS 2017 (203-1-33)

24. Temporary Use Permit - 9th Annual Rock the Bay Triathlon sponsored by GranFondo Cycling Tours on Sunday, September 17, 2017 from 6:30 a.m. to 10:00 a.m. with no waiver of fees. (Neighborhood Services)

RECOMMENDATION: Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Cano, to approve staff recommendation. Carried by unanimous vote.

NEW BUSINESS (cont.)

STREET VACATION ADMIN 2011-2020 (902-26-6)

25. A Request to Initiate a Street Vacation of a portion of undeveloped "M" Avenue between East 16th Street and East 14th Street. (Applicant: Ralph Gonzales) (Case File No. 2017-04 SC) (Planning)

RECOMMENDATION: Staff recommends that the City Council initiate the street vacation.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Rios, to approve staff recommendation. Carried by unanimous vote.

VICE MAYOR APPOINTMENT ADMIN (101-20-1)

26. Continued discussion on establishing a policy for selection of the Vice-Mayor. (City Manager)

RECOMMENDATION: Provide direction to staff.

TESTIMONY: None.

ACTION: Motion by Morrison, seconded by Cano, to adopt a variant of Version #1 of the City of La Mesa. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison. Nays: Rios, Sotelo-Solis. Abstain: None. Absent: None.

POLITICAL SUPPORT ADMIN - INITIATIVES (102-04-1)

27. City Council Discussion and Direction on Assembly Bill (AB) 805 - County of San Diego: Transportation Agencies (Gonzalez-Fletcher). (City Manager)

RECOMMENDATION: Staff recommends the City Council direct the City Manager to draft a letter expressing the City Council's concerns and opposition to Assembly Bill 805, as currently drafted.

TESTIMONY: Aida Castaneda, representing Assemblywoman Lorena Gonzalez-Fletcher read a letter from the Assemblywoman urging support for her bill, AB 805.

Carolina Martinez, representing the Environmental Health Coalition, spoke in support of AB 805.

Victoria Barba, South Bay Democratic Club, read a letter of support for AB 805.

Alicia Sanchez, National City, spoke in support of AB 805.

Carolina Rodriguez-Adjunta, representing the Climate Action Campaign, spoke in support of AB 805.

Trevor Sepulvida, spoke against the staff recommendation.

Lawrence Emerson, National City, requested delaying action and working to make AB 805 better.

Micah Mitrosky, representing IBEW 569, requested postponing action and not opposing AB 805.

Jose Rodriguez, National City, spoke in support of AB 805 and opposition to staff recommendation.

Randy VanVleck, San Diego, supports AB 805.

Andrew Mckercher, National City, spoke in support of AB 805 and delaying action on the staff recommendation.

NEW BUSINESS (cont.)

POLITICAL SUPPORT ADMIN - INITIATIVES (102-04-1)

27. **ACTION (cont.):** Motion by Sotelo-Solis, seconded by Rios, to postpone taking a vote until some of the questions raised can be addressed.
Substitute motion by Morrison, seconded by Cano, to direct the City Manager to send a letter opposing AB 805 as written unless amended in the areas of voting and leadership positions. Substitute Motion Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison. Nays: Sotelo-Solis. Abstain: Rios. Absent: None.

**COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

PUBLIC HEARINGS – HOUSING AUTHORITY

HOUSING AUTHORITY 2017 (404-1-6)

28. Public Hearing – Community Development Commission - Housing Authority of the City of National City (HACNC), Streamlined Annual Plan for Public Housing Agency (PHA) Plan for Fiscal Year 2017-2018, and authorizing submittal of the Plan to the U.S. Department of Housing and Urban Development (HUD). (Housing & Economic Development)
RECOMMENDATION: Conduct the Public Hearing.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Mendivil, to close the Public Hearing. Carried by unanimous vote.

NON CONSENT RESOLUTIONS – HOUSING AUTHORITY

HOUSING AUTHORITY 2017 (404-1-6)

29. Resolution No. 2017-49. RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY (HACNC), APPROVING THE STREAMLINED ANNUAL PUBLIC HOUSING AGENCY (PHA) PLAN FOR FISCAL YEAR 2017-2018, AND AUTHORIZING SUBMITTAL OF THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). (Housing & Economic Development)
RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Mendivil, seconded by Cano, to adopt the Resolution. Carried by unanimous vote.

NON CONSENT RESOLUTIONS – HOUSING AUTHORITY (cont.)

HOUSING AUTHORITY 2017 (404-1-6)

30. Resolution No. 2017-50. RESOLUTION OF THE COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY (HACNC), APPROVING THE REVISIONS TO THE HOUSING CHOICE VOUCHER PROGRAM'S ADMINISTRATIVE PLAN, AND AUTHORIZING SUBMITTAL OF THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). (Housing & Economic Development)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Sotelo-Solis, seconded by Mendivil, to adopt the Resolution. Carried by unanimous vote.

STAFF REPORTS

City Manager Leslie Deese reported that 35 applications for tiles have been received for the Veterans Wall of Honor.

MAYOR AND CITY COUNCIL

Student Council Representative Jose Estrada provided an update on the various briefings he has had and will be having with City departments and staff; extended an invitation to Sweetwater's Cultural Fest on April 7th and extended birthday wished to Sweetwater teacher Ms. Laura Charles on her 70th Birthday.

City Treasurer Mitch Beauchamp shared his concerns about the Plaza and Palm Avenue construction project; traffic circulation issues with "M" Avenue and the potential disruption from Assembly Bill 805.

Vice Mayor Mendivil praised the recent community beautification event at the former H & M Goodies site.

Member Sotelo-Solis shared her family's fun experience at the H & M Goodies event; expressed her disappointment with the outcome of Item No. 27 and invited people to participate in the SUHI Alumni ball game.

Member Rios informed everyone that the Philips family has requested donations be made to Relay for Life in lieu of flowers for Verna Phillips.

NOTE: Minutes approved by the City Council on December 5, 2017 erroneously stated that there was nothing to report in Closed Session. The corrected report appears below.

CLOSED SESSION REPORT

Interim City Attorney George Eiser stated that the City Council met in closed session on April 4, 2017 pursuant to Government Code Section 54957 to consider the appointment of a City Attorney. The City Council decided unanimously to appoint a City Attorney, who is expected to begin employment on May 1, 2017. It is anticipated that an open session item will be placed on the April 18th City Council agenda for the Council to formally make the appointment. The City Council also appointed Senior Assistant City Attorney Nicole Pedone as Acting City Attorney to serve from April 19th through April 30th. (See attached Exhibit 'L')

ADJOURNMENT

The meeting was adjourned in honor of Verna Phillips and Rosie Hamlin.

Motion by Sotelo-Solis, seconded by Cano, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City – Budget Workshop to be held Tuesday, April 18, 2017 at 6:00 p.m. at the Council Chambers, National City, California. Carried by unanimous vote.

The meeting closed at 9:58 p.m.

City Clerk

The foregoing (Corrected) minutes were approved at the Regular Meeting of November 20, 2018.

Mayor

BUDGET SCHEDULE - FISCAL YEAR 2018

Budget Workshop - April 25, 2017 - 4:00 p.m.
Budget Hearing - June 6, 2017 - 6:00 p.m.

CITY COUNCIL SUMMER LEGISLATIVE RECESS

July 4, 2017 - City Council Meeting - Dispensed With
July 18, 2017 - City Council Meeting - Dispensed With

EXHIBIT 'L'



AGENDA OF A SPECIAL MEETING

CITY COUNCIL OF THE CITY OF NATIONAL CITY

Main Conference Room
Civic Center
1243 National City Boulevard
National City, California

Special Meeting - Tuesday, April 4, 2017 – 5:00 p.m.

ROLL CALL

CITY COUNCIL

CLOSED SESSION

1. Public Employee Appointment
Title: City Attorney
Government Code Section 54957(b)(1)
2. Conference with Legal Counsel – Existing Litigation
Significant Exposure to Litigation under Paragraph (1) of Subdivision (e) of Government Code
Section 54956.9
One Potential Case

ADJOURNMENT

Next Regular City Council Meeting:
Tuesday, April 4, 2017, 6:00 p.m., Council Chambers, Civic Center

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving effective January 1, 2019, the salary schedule for the Part-Time and Seasonal employee group, as amended: 1\) adjusting upward classifications with salary ranges below the 2019 State of California minimum wage; and 2\) adjusting upward classifications impacted by the salary compression resulting from the minimum wage increases. \(Human Resources\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City approving effective January 1, 2019, the salary schedule for the Part-Time and Seasonal employee group, as amended: 1) adjusting upward classifications with salary ranges below the 2019 State of California minimum wage; and 2) adjusting upward classifications impacted by the salary compression resulting from the minimum wage increases.

PREPARED BY: Irene Mosley

DEPARTMENT: Human Resources

PHONE: 336-4308

APPROVED BY 

EXPLANATION:

On April 4, 2016, California Governor Jerry Brown signed Senate Bill 3 increasing California's minimum wage each year until it reaches \$15.00 on January 1, 2022. Effective January 1, 2019, minimum wage will increase to \$12.00. Under the current City of National City compensation plan, there are eight classifications with top pay steps that are below \$12.00. In order to comply with State law, staff hereby requests authorization to move those classifications to new salary ranges: Cashier, Dishwasher, Kitchen Aide, Police Cadet, Student Worker and Recreation Aide from pt048 to pt058; Recreation Leader I from pt051 to pt061; and Equipment Service Trainee from pt057 to pt067 effective January 1, 2019.

Should the City Council approve this adjustment, the following classifications will also advance salary ranges in order to maintain the appropriate pay differentials within the classification series: Food Services Worker from pt058 to pt068; Recreation Leader II from pt059 to pt069; Recreation Specialist and Stock Clerk from pt064 to pt074; Recreation Leader III and Lifeguard from pt070 to pt079; Office Aide from pt071 to pt080; Seasonal Park Aide and Senior Lifeguard from pt080 to pt089; Library Clerk from pt072 to pt081; and Aquatics Manager from pt091 to pt100.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

The estimated fiscal impact for Fiscal Year 2019 is \$10,064.00. Impacted departments may be able to absorb a portion of the estimated increase through salary savings. Any required adjustments to appropriations will be requested in the Fiscal Year 2019 Mid-Year budget package.

ENVIRONMENTAL REVIEW:

This is not a project and is therefore not subject to environmental review.

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the resolution approving the amendment to the salary schedule for the Part-Time and Seasonal employee group.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Resolution
Part-Time and Seasonal Employee Salary Schedule

City of National City
Human Resources Department

PART-TIME and SEASONAL EMPLOYEE GROUP SALARY SCHEDULE
January 1, 2019

POSITION TITLE	SALARY RANGE	HOURLY SALARY
Aquatics Manager	pt100	\$14.66 – \$17.81
Cashier	pt058	\$9.87 – \$12.00
Dishwasher	pt058	\$9.87 – \$12.00
Equipment Service Trainee	pt067	\$10.65 – \$12.95
Food Services Worker	pt068	\$10.74 – \$13.06
Kitchen Aide	pt058	\$9.87 – \$12.00
Librarian	pt160	\$24.94 – \$30.31
Library Assistant	pt099	\$14.54 – \$17.68
Library Clerk (Grant Funded)	pt081	\$12.02 – \$14.61
Library Technician	pt124	\$18.04 – \$21.93
Lifeguard/Swim Instructor	pt079	\$11.83 – \$14.38
Management Intern (Graduate)	N/A	\$16.00
Management Intern (Undergraduate)	N/A	\$13.00
Office Aide	pt080	\$11.93 – \$14.50
Police Cadet	pt058	\$9.87 – \$12.00

City of National City
Human Resources Department

PART-TIME and SEASONAL EMPLOYEE GROUP SALARY SCHEDULE
January 1, 2019

POSITION TITLE	SALARY RANGE	HOURLY SALARY
Police Dispatcher	pt156	\$24.04 – \$29.21
Police Records Clerk	pt099	\$14.54 – \$17.68
Property & Evidence Specialist I	pt127	\$18.53 – \$22.53
Recreation Aide	pt058	\$9.87 – \$12.00
Recreation Leader I	pt061	\$10.10 – \$12.29
Recreation Leader II	pt069	\$10.82 – \$13.16
Recreation Leader III	pt079	\$11.831 – \$14.38
Recreation Specialist	pt074	\$11.33 – \$13.76
Seasonal Park Aide	pt089	\$12.93 – \$15.72
Senior Library Technician	pt129	\$18.88 – \$22.95
Senior Lifeguard	pt089	\$12.93 – \$15.72
Stock Clerk/Storekeeper	pt074	\$11.33 – \$13.76
Student Worker	pt058	\$9.87 – \$12.00

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City adopting City Council Policy #203, "Investments," as amended, for Fiscal Year 2018, amending section 12 to section VIII and adding "Asset-backed securities" to the Glossary of Investment Terms. \(Finance\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City adopting City Council Policy # 203, "Investments," as amended, for Fiscal Year 2018, amending section 12 to section VIII and adding "Asset-backed securities" to the Glossary of Investment Terms.

PREPARED BY: *Ron Gutlay*

PHONE: 619-336-4330

DEPARTMENT: Finance

APPROVED BY: _____

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: *Mark Ralento* **FINANCE**
APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Adopt the resolution, authorizing the amendment of City Council Policy # 203, "Investments."

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

1. Explanation
2. Council Policy # 203, "Investments" (Original)
3. Council Policy # 203, "Investments" (Draft)
4. Council Policy # 203, "Investments" (Final)
5. Resolution

Attachment

Resolution of the City Council of the City of National City adopting City Council Policy # 203, "Investments," as amended, for Fiscal Year 2018, amending section 12 to section VIII and adding "Asset-backed securities" to the Glossary of Investment Terms.
November 20, 2018

Explanation

City Council Policy # 203, "Investments," Section XII C requires that the City's investment policy be reviewed and adopted at least annually. Following review by staff and consultation of the City's investment advisor, Chandler Asset Management, staff recommends the amendment of the subsections below to Section VIII and Glossary of Investment Terms.

Authorized and Suitable Investments:

12. Mortgage pass-through securities and asset-backed securities, provided that such securities:

Delete –

- b. Be issued by an issuer having an "A" or higher rating for the issuer's debt as provided by at least two nationally recognized statistical rating organization.

Amend –

- c. Be rated in a rating category of "AA" or its equivalent or better by ~~at least two~~ a nationally recognized statistical rating organization.

Glossary of Investment Terms:

Add –

Asset-backed securities. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

These changes are consistent with the changes in the California Government Code Section AB-1770, effective 1-1-2019.

No other revisions are recommended at this time.

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Investments	POLICY #203
ADOPTED: October 23, 1990	AMENDED: October 17, 2017

I. INTRODUCTION

The City of National City's investment program will conform to federal, state, and other legal requirements, including California Government Code Sections 16429.1-16429.4, 53600-53609, and 53630-53686. The following investment policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. It is the policy of the City to invest public funds in a manner that will provide a market rate of return, given its requirements for preserving principal and meeting the daily cash flow demands of the City. All investments will comply with this Investment Policy and governing laws.

This Investment Policy replaces any previous Investment Policy or Investment Procedures of the City.

II. SCOPE

This Investment Policy applies to all the City's financial assets and investment activities with the following exception(s):

Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are invested in accordance with permitted investment provisions of their specific bond indentures.

Pooling of Funds: Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. GENERAL OBJECTIVES

The overriding objectives of the investment program are to preserve principal, provide sufficient liquidity, and manage investment risks.

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1. *Safety*: Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
2. *Liquidity*: The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. *Return*: The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

IV. PRUDENCE, INDEMNIFICATION, AND ETHICS

- A. *Prudent Investor Standard*: Management of the City's investments is governed by the Prudent Investor Standard as set forth in California Government Code Section 53600.3:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

- B. *Indemnification*: The Director of Finance or City Manager designee hereinafter designated as Financial Services Officer and other authorized persons responsible for managing City funds, acting in accordance with written procedures and the Investment Policy and exercising due diligence, will be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported within 30 days and appropriate action is taken to control adverse developments.
- C. *Ethics*: Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

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V. DELEGATION OF AUTHORITY

- A. Authority to manage the City’s investment program is derived from California Government Code Section 53600 *et seq.* The City Council is responsible for the City’s cash management, including the administration of this Investment Policy. Management responsibility for the cash management of City funds is hereby delegated to the Director of Finance and/or Financial Service Officer.

The Director of Finance and/or Financial Services Officer will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate employee.

- B. The City may engage the services of one or more external investment managers to assist in the management of the City’s investment portfolio in a manner consistent with the City’s objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence described in the investment procedures manual. These may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

- A. The City’s Director of Finance and/or Financial Services Officer will determine which financial institutions are authorized to provide investment services to the City. Institutions eligible to transact investment business with the City include:
1. Primary government dealers as designated by the Federal Reserve Bank;
 2. Nationally or state-chartered banks;
 3. The Federal Reserve Bank; and
 4. Direct issuers of securities eligible for purchase.
- B. Selection of financial institutions and broker/dealers authorized to engage in transactions with the City will be at the sole discretion of the City.

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- C. All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Director of Finance and/or Financial Services Officer with a statement certifying that the institution has reviewed California Government Code Section 53600 *et seq.* and the City's Investment Policy.
- D. Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser.
- E. Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

VII. DELIVERY, SAFEKEEPING AND CUSTODY, AND COMPETITIVE TRANSACTIONS

- A. *Delivery-versus-payment*: Settlement of all investment transactions will be completed using standard delivery-vs.-payment procedures.
- B. *Third-party safekeeping*: To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all securities owned by the City will be held in safekeeping by a third party bank custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City.
- C. *Competitive transactions*: All investment transactions will be conducted on a competitive basis which can be executed through a bidding process involving at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

All investments will be made in accordance with California Government Code Section 53600 *et seq.* and as described within this Investment Policy. Permitted investments under this policy will include:

- 1. **Municipal Bonds.** These include bonds of the City, the State of California, any other state, and any local agency within the state of California. The bonds will be registered in the name of the City or held under a custodial agreement at a bank.

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- a. Are rated in the category of “A” or better by at least two nationally recognized statistical rating organization; and
 - b. No more than 5% per issuer.
 - c. No more than 30% of the total portfolio may be invested in municipal bonds.
2. **US Treasury** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in US Treasuries.
3. **Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments**, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in government-sponsored enterprises.
4. **Banker’s acceptances**, provided that:
 - a. They are issued by institutions with short term debt obligations rated “A1” or higher, or the equivalent, by at least two nationally recognized statistical-rating organization (NRSRO); and have long-term debt obligations which are rated “A” or higher by at least two nationally recognized statistical rating organization;
 - b. The maturity does not exceed 180 days; and
 - c. No more than 40% of the total portfolio may be invested in banker’s acceptances and no more than 5% per issuer.
5. **Federally insured time deposits** (Non-negotiable certificates of deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:
 - a. The amount per institution is limited to the maximum covered under federal insurance; and
 - b. The maturity of such deposits does not exceed 5 years.

6. Certificate of Deposit Placement Service (CDARS)

- a. No more than 30% of the total portfolio may be invested in a combination of certificates of deposit including CDARS.
- b. The maturity of CDARS deposits does not exceed 5 years.

7. Negotiable certificates of deposit (NCDs), provided that:

- a. They are issued by institutions which have long-term obligations which are rated “A” or higher by at least two nationally recognized statistical rating organizations; and/or have short term debt obligations rated “A1” or higher, or the equivalent, by at least two nationally recognized statistical rating organizations;
- b. The maturity does not exceed 5 years; and
- c. No more than 30% of the total portfolio may be invested in NCDs and no more than 5% per issuer.

8. Commercial paper, provided that:

- a. The maturity does not exceed 270 days from the date of purchase;
- b. The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million;
- c. They are issued by institutions whose short term obligations are rated “A-1” or higher, or the equivalent, by at least two nationally recognized statistical rating organization; and whose long-term obligations are rated “A” or higher by at least two nationally recognized statistical rating organization; and
- d. No more than 25% of the portfolio is invested in commercial paper and no more than 5% per issuer.

9. State of California Local Agency Investment Fund (LAIF), provided that:

- a. The City may invest up to the maximum permitted amount in LAIF; and
- b. LAIF’s investments in instruments prohibited by or not specified in the City’s policy do not exclude it from the City’s list of allowable investments, provided that the fund’s reports allow the Director of Finance or Financial Services Officer to adequately judge the risk inherent in LAIF’s portfolio.

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10. Local government investment pools.

- a. San Diego County Investment Pool

11. Corporate medium term notes (MTNs), provided that:

- a. Such notes have a maximum maturity of 5 years;
- b. Are issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States;
- c. Are rated “A” category or better by at least two nationally recognized statistical rating organization; and
- d. Holdings of medium-term notes may not exceed 30% of the portfolio and no more than 5% per issuer.

12. Mortgage pass-through securities and asset-backed securities, provided that such securities:

- a. Have a maximum stated final maturity of 5 years;
- b. Be issued by an issuer having an “A” or higher rating for the issuer’s debt as provided by at least two nationally recognized statistical rating organization;
- c. Be rated in a rating category of “AA” or its equivalent or better by at least two nationally recognized statistical rating organization.
- d. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.

13. Money market mutual funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940:

- a. Provided that such funds meet either of the following criteria:
 - 1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations; or;
 - 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience investing in the securities and obligations authorized by California Government

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Code Section 53601 (a through j) and with assets under management in excess of \$500 million.

- b. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.

14. Supranationals, provided that:

- a. Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- b. The securities are rated in a category of “AA” or higher by a NRSRO.
- c. No more than 30% of the total portfolio may be invested in these securities.
- d. No more than 10% of the portfolio may be invested in any single issuer.
- e. The maximum maturity does not exceed five (5) years.

IX. PORTFOLIO RISK MANAGEMENT

A. The following are prohibited investment vehicles and practices:

- 1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- 2. In accordance with California Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- 3. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited.
- 4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- 5. Purchasing or selling securities on margin is prohibited.
- 6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.

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7. The purchase of foreign currency denominated securities is prohibited.

B. Mitigating credit risk in the portfolio

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio;
2. No more than 5% of the total portfolio may be invested in securities of any single issuer, except as noted in Section VIII of this Investment Policy;
3. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio in response to market conditions or the City's risk preferences; and
4. If securities owned by the City are downgraded by either Moody's or S&P to a level below the quality required by this Investment Policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
 - a. If a security is downgraded, the Director of Finance and/or Financial Services Officer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
 - b. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

C. Mitigating market risk in the portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the

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portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1. The City will maintain a minimum of three months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements;
2. The maximum percent of callable securities (does not include “make whole call” securities as defined in the Glossary) in the portfolio will be 20%;
3. The maximum stated final maturity of individual securities in the portfolio will be five years, except as otherwise stated in this policy; and
4. The duration of the portfolio will at all times be approximately equal to the duration (typically plus or minus 20%) of a Market Benchmark Index selected by the City based on the City’s investment objectives, constraints and risk tolerances. The City’s current Benchmark will be documented in the investment procedures manual.

X. INVESTMENT OBJECTIVES (PERFORMANCE STANDARDS AND EVALUATION)

- A. **Overall objective:** The investment portfolio will be designed with the overall objective of obtaining a total rate of return throughout economic cycles, commensurate with investment risk constraints and cash flow needs.
- B. **Specific objective:** The investment performance objective for the portfolio will be to earn a total rate of return over a market cycle which is approximately equal to the return on the Market Benchmark Index as described in the City’s investment procedures manual.

XI. PROCEDURES AND INTERNAL CONTROLS

- A. **Procedures:** The Director of Finance and/or Financial Services Officer will establish written investment policy procedures in a separate investment procedures manual to assist investment staff with day-to-day operations of the investment program consistent with this policy. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance and/or Financial Services Officer.
- B. **Internal Controls:** The Director of Finance and/or Financial Services Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure will be

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designed to provide reasonable assurance that these objectives are met. Internal controls will be described in the City's investment procedures manual.

XII. REPORTING

- A. Monthly reports:** In accordance with California Government Code Section 53646, a local agency treasurer who has been delegated authority to invest or reinvest funds of the local agency by the legislative body must submit a monthly report to the legislative body accounting for transactions made during the reporting period.
- B. Quarterly reports:** Quarterly investment reports will be submitted by the Director of Finance and/or Financial Services Officer to the City Council, at an agenda meeting, consistent with the requirements contained in California Government Code Section 53646, including but not limited to the following information:
1. Type of investment
 2. Name of issuer and/or financial institution
 3. Date of purchase
 4. Date of maturity
 5. Current market value for all securities
 6. Rate of interest
 7. Purchase price of investment
 8. Other data as required by the City
- C. Annual reports:** The Investment Policy will be reviewed and adopted at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return, and its relevance to current law and financial and economic trends.

Related Policy References

California Government Code Sections: 16429.1 – 16429.4, and 53600 – 53686
Investment Company Act of 1940
Investment Advisers Act of 1940
Securities and Exchange Commission Rule #15C3-1
Appendix I attached: "Authorized Personnel"
Appendix II attached: "Glossary of Investment Terms"

TITLE: Investments	POLICY #203
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Prior Policy Amendments

December 6, 2016
December 15, 2015
December 16, 2014
December 10, 2013
January 10, 2012

Original

Appendix I

Authorized Personnel

The following positions are authorized to transact investment business and wire funds for investment purposes on behalf of the City of National City:

City Manager
Deputy City Manager
Director of Finance
Financial Services Officer

Original

Appendix II

GLOSSARY OF INVESTMENT TERMS

Agencies. Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FDIC. The Federal Deposit Insurance Corporation provides insurance backed by the full faith and credit of the US government to certain bank deposits and debt obligations.

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “FreddieMac” issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “FannieMae,” issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as “GinnieMae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio and Mississippi River valleys. TVA currently issues discount notes and bonds.

Asked. The price at which a seller offers to sell a security.

Average life. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

Banker’s acceptance. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

Benchmark. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

Bid. The price at which a buyer offers to buy a security.

Broker. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

Callable. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when interest rates are lower than when the investment was initially made.

Certificate of Deposit (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

Collateral. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

Collateralized Mortgage Obligations (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

Commercial paper. The short-term unsecured debt of corporations.

Cost yield. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

Coupon. The rate of return at which interest is paid on a bond.

Credit risk. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

Current yield. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

Dealer. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

Debenture. A bond secured only by the general credit of the issuer.

Delivery vs. payment (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

Derivative. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate or index.

Discount. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as **discount securities**. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

Diversification. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

Duration. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

Federal funds rate. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

Federal Open Market Committee: A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

Haircut: The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).

Leverage. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

Liquidity: The speed and ease with which an asset can be converted to cash.

Local Agency Investment Fund (LAIF). A voluntary investment fund managed by the California State Treasurer's Office open to government entities and certain non-profit organizations in California.

Local Government Investment Pool. Investment pools including the Local Agency Investment Fund (LAIF), county pools, joint powers authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

Make Whole Call. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

Margin: The difference between the market value of a security and the loan a broker makes using that security as collateral.

Market risk. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

Market value. The price at which a security can be traded.

Marking to market. The process of posting current market values for securities in a portfolio.

Maturity. The final date upon which the principal of a security becomes due and payable.

Medium term notes. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts either on a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

Modified duration. The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

Money market. The market in which short term debt instruments (T-bills, discount notes, commercial paper and banker's acceptances) are issued and traded.

Mortgage pass-through securities. A securitized participation in the interest and principal cashflows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

Municipal Securities. Securities issued by state and local agencies to finance capital and operating expenses.

Mutual fund. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

Nationally Recognized Statistical Rating Organization (NRSRO). A credit rating agency the United States Securities and Exchange Commission uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

Premium. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

Prepayment speed. A measure of how quickly principal is repaid to investors in mortgage securities.

Prepayment window. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

Primary dealer. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out US monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the US Government securities market.

Prudent person (man) rule. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as “Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes.”

Realized yield. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

Regional dealer. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities, and that is not a primary dealer.

Repurchase agreement (RP, Repo). Short term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a **reverse repurchase agreement**.

Safekeeping. A service to bank customers whereby securities are held by the bank in the customer's name.

Short Term. Less than one (1) year's time.

Structured note. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and “dual index floaters,” which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

Supranational. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

Total rate of return. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

US Treasury obligations. Securities issued by the US Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

Treasury bills. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and

six-month T-bills at regular weekly auctions. It also issues “cash management” bills as needed to smooth out cash flows.

Treasury notes. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

Treasury bonds. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

Value. Principal plus accrued interest.

Volatility. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

Yield to Maturity. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

Original

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Investments	POLICY #203
ADOPTED: October 23, 1990	AMENDED: October 17,
<u>2017November 20, 2018</u>	

I. INTRODUCTION

The City of National City's investment program will conform to federal, state, and other legal requirements, including California Government Code Sections 16429.1-16429.4, 53600-53609, and 53630-53686. The following investment policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. It is the policy of the City to invest public funds in a manner that will provide a market rate of return, given its requirements for preserving principal and meeting the daily cash flow demands of the City. All investments will comply with this Investment Policy and governing laws.

This Investment Policy replaces any previous Investment Policy or Investment Procedures of the City.

II. SCOPE

This Investment Policy applies to all the City's financial assets and investment activities with the following exception(s):

Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are invested in accordance with permitted investment provisions of their specific bond indentures.

Pooling of Funds: Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. GENERAL OBJECTIVES

The overriding objectives of the investment program are to preserve principal, provide sufficient liquidity, and manage investment risks.

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1. *Safety*: Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
2. *Liquidity*: The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. *Return*: The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

IV. PRUDENCE, INDEMNIFICATION, AND ETHICS

- A. *Prudent Investor Standard*: Management of the City's investments is governed by the Prudent Investor Standard as set forth in California Government Code Section 53600.3:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”
- B. *Indemnification*: The Director of Finance or City Manager designee hereinafter designated as Financial Services Officer and other authorized persons responsible for managing City funds, acting in accordance with written procedures and the Investment Policy and exercising due diligence, will be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported within 30 days and appropriate action is taken to control adverse developments.
- C. *Ethics*: Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

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V. DELEGATION OF AUTHORITY

- A. Authority to manage the City's investment program is derived from California Government Code Section 53600 *et seq.* The City Council is responsible for the City's cash management, including the administration of this Investment Policy. Management responsibility for the cash management of City funds is hereby delegated to the Director of Finance and/or Financial Service Officer.

The Director of Finance and/or Financial Services Officer will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate employee.

- B. The City may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence described in the investment procedures manual. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

- A. The City's Director of Finance and/or Financial Services Officer will determine which financial institutions are authorized to provide investment services to the City. Institutions eligible to transact investment business with the City include:
1. Primary government dealers as designated by the Federal Reserve Bank;
 2. Nationally or state-chartered banks;
 3. The Federal Reserve Bank; and
 4. Direct issuers of securities eligible for purchase.

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- B. Selection of financial institutions and broker/dealers authorized to engage in transactions with the City will be at the sole discretion of the City.
- C. All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Director of Finance and/or Financial Services Officer with a statement certifying that the institution has reviewed California Government Code Section 53600 *et seq.* and the City's Investment Policy.
- D. Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser.
- E. Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

VII. DELIVERY, SAFEKEEPING AND CUSTODY, AND COMPETITIVE TRANSACTIONS

- A. *Delivery-versus-payment*: Settlement of all investment transactions will be completed using standard delivery-vs.-payment procedures.
- B. *Third-party safekeeping*: To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all securities owned by the City will be held in safekeeping by a third party bank custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City.
- C. *Competitive transactions*: All investment transactions will be conducted on a competitive basis which can be executed through a bidding process involving at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

All investments will be made in accordance with California Government Code Section 53600 *et seq.* and as described within this Investment Policy. Permitted investments under this policy will include:

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1. **Municipal Bonds.** These include bonds of the City, the State of California, any other state, and any local agency within the state of California. The bonds will be registered in the name of the City or held under a custodial agreement at a bank.
 - a. Are rated in the category of “A” or better by at least two nationally recognized statistical rating organization; and
 - b. No more than 5% per issuer.
 - c. No more than 30% of the total portfolio may be invested in municipal bonds.
2. **US Treasury** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in US Treasuries.
3. **Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments,** including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in government-sponsored enterprises.
4. **Banker’s acceptances,** provided that:
 - a. They are issued by institutions with short term debt obligations rated “A1” or higher, or the equivalent, by at least two nationally recognized statistical-rating organization (NRSRO); and have long-term debt obligations which are rated “A” or higher by at least two nationally recognized statistical rating organization;
 - b. The maturity does not exceed 180 days; and
 - c. No more than 40% of the total portfolio may be invested in banker’s acceptances and no more than 5% per issuer.
5. **Federally insured time deposits** (Non-negotiable certificates of deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:
 - a. The amount per institution is limited to the maximum covered under federal insurance; and
 - b. The maturity of such deposits does not exceed 5 years.

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6. Certificate of Deposit Placement Service (CDARS)

- a. No more than 30% of the total portfolio may be invested in a combination of certificates of deposit including CDARS.
- b. The maturity of CDARS deposits does not exceed 5 years.

7. Negotiable certificates of deposit (NCDs), provided that:

- a. They are issued by institutions which have long-term obligations which are rated “A” or higher by at least two nationally recognized statistical rating organizations; and/or have short term debt obligations rated “A1” or higher, or the equivalent, by at least two nationally recognized statistical rating organizations;
- b. The maturity does not exceed 5 years; and
- c. No more than 30% of the total portfolio may be invested in NCDs and no more than 5% per issuer.

8. Commercial paper, provided that:

- a. The maturity does not exceed 270 days from the date of purchase;
- b. The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million;
- c. They are issued by institutions whose short term obligations are rated “A-1” or higher, or the equivalent, by at least two nationally recognized statistical rating organization; and whose long-term obligations are rated “A” or higher by at least two nationally recognized statistical rating organization; and
- d. No more than 25% of the portfolio is invested in commercial paper and no more than 5% per issuer.

9. State of California Local Agency Investment Fund (LAIF), provided that:

- a. The City may invest up to the maximum permitted amount in LAIF; and
- b. LAIF’s investments in instruments prohibited by or not specified in the City’s policy do not exclude it from the City’s list of allowable investments, provided that the fund’s

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reports allow the Director of Finance or Financial Services Officer to adequately judge the risk inherent in LAIF's portfolio.

10. Local government investment pools.

- a. San Diego County Investment Pool

11. Corporate medium term notes (MTNs), provided that:

- a. Such notes have a maximum maturity of 5 years;
- b. Are issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States;
- c. Are rated "A" category or better by at least two nationally recognized statistical rating organization; and
- d. Holdings of medium-term notes may not exceed 30% of the portfolio and no more than 5% per issuer.

12. Mortgage pass-through securities and asset-backed securities, provided that such securities:

- a. Have a maximum stated final maturity of 5 years;
- b. ~~Be issued by an issuer having an "A" or higher rating for the issuer's debt as provided by at least two nationally recognized statistical rating organization;~~
- c. Be rated in a rating category of "AA" or its equivalent or better by ~~at least two~~ nationally recognized statistical rating organization.
- d. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.

13. Money market mutual funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940:

- a. Provided that such funds meet either of the following criteria:

Commented [TP1]: Reflects State Code changes in AB-1770, effective 1-1-2019

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1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations; or;
 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code Section 53601 (a through j) and with assets under management in excess of \$500 million.
- b. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.
14. **Supranationals**, provided that:
- a. Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
 - b. The securities are rated in a category of "AA" or higher by a NRSRO.
 - c. No more than 30% of the total portfolio may be invested in these securities.
 - d. No more than 10% of the portfolio may be invested in any single issuer.
 - e. The maximum maturity does not exceed five (5) years.

IX. PORTFOLIO RISK MANAGEMENT

A. The following are prohibited investment vehicles and practices:

1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
2. In accordance with California Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
3. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited.

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4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
5. Purchasing or selling securities on margin is prohibited.
6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
7. The purchase of foreign currency denominated securities is prohibited.

B. Mitigating credit risk in the portfolio

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio;
2. No more than 5% of the total portfolio may be invested in securities of any single issuer, except as noted in Section VIII of this Investment Policy;
3. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio in response to market conditions or the City's risk preferences; and
4. If securities owned by the City are downgraded by either Moody's or S&P to a level below the quality required by this Investment Policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
 - a. If a security is downgraded, the Director of Finance and/or Financial Services Officer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
 - b. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

C. Mitigating market risk in the portfolio

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Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1. The City will maintain a minimum of three months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements;
2. The maximum percent of callable securities (does not include "make whole call" securities as defined in the Glossary) in the portfolio will be 20%;
3. The maximum stated final maturity of individual securities in the portfolio will be five years, except as otherwise stated in this policy; and
4. The duration of the portfolio will at all times be approximately equal to the duration (typically plus or minus 20%) of a Market Benchmark Index selected by the City based on the City's investment objectives, constraints and risk tolerances. The City's current Benchmark will be documented in the investment procedures manual.

X. INVESTMENT OBJECTIVES (PERFORMANCE STANDARDS AND EVALUATION)

- A. **Overall objective:** The investment portfolio will be designed with the overall objective of obtaining a total rate of return throughout economic cycles, commensurate with investment risk constraints and cash flow needs.
- B. **Specific objective:** The investment performance objective for the portfolio will be to earn a total rate of return over a market cycle which is approximately equal to the return on the Market Benchmark Index as described in the City's investment procedures manual.

XI. PROCEDURES AND INTERNAL CONTROLS

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- A. **Procedures:** The Director of Finance and/or Financial Services Officer will establish written investment policy procedures in a separate investment procedures manual to assist investment staff with day-to-day operations of the investment program consistent with this policy. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance and/or Financial Services Officer.
- B. **Internal Controls:** The Director of Finance and/or Financial Services Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure will be designed to provide reasonable assurance that these objectives are met. Internal controls will be described in the City's investment procedures manual.

XII. REPORTING

- A. **Monthly reports:** In accordance with California Government Code Section 53646, a local agency treasurer who has been delegated authority to invest or reinvest funds of the local agency by the legislative body must submit a monthly report to the legislative body accounting for transactions made during the reporting period.
- B. **Quarterly reports:** Quarterly investment reports will be submitted by the Director of Finance and/or Financial Services Officer to the City Council, at an agenda meeting, consistent with the requirements contained in California Government Code Section 53646, including but not limited to the following information:
1. Type of investment
 2. Name of issuer and/or financial institution
 3. Date of purchase
 4. Date of maturity
 5. Current market value for all securities
 6. Rate of interest
 7. Purchase price of investment
 8. Other data as required by the City
- C. **Annual reports:** The Investment Policy will be reviewed and adopted at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return, and its relevance to current law and financial and economic trends.

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Related Policy References

California Government Code Sections: 16429.1 – 16429.4, and 53600 – 53686

Investment Company Act of 1940

Investment Advisers Act of 1940

Securities and Exchange Commission Rule #15C3-1

Appendix I attached: “Authorized Personnel”

Appendix II attached: “Glossary of Investment Terms”

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Prior Policy Amendments

~~October 17, 2017~~

December 6, 2016

December 15, 2015

December 16, 2014

December 10, 2013

January 10, 2012

Appendix I

Authorized Personnel

The following positions are authorized to transact investment business and wire funds for investment purposes on behalf of the City of National City:

City Manager
Deputy City Manager
Director of Finance
Financial Services Officer

DRAFT

Appendix II

GLOSSARY OF INVESTMENT TERMS

Agencies. Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FDIC. The Federal Deposit Insurance Corporation provides insurance backed by the full faith and credit of the US government to certain bank deposits and debt obligations.

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “FreddieMac” issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “FannieMae,” issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as “GinnieMae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio and Mississippi River valleys. TVA currently issues discount notes and bonds.

Asked. The price at which a seller offers to sell a security.

Asset Backed Securities. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

Commented [TP2]: Added ABS to glossary.

Average life. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

Banker’s acceptance. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

Benchmark. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

Bid. The price at which a buyer offers to buy a security.

Broker. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

Callable. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate

of interest. Callable securities have reinvestment risk as the investor may receive its principal back when interest rates are lower than when the investment was initially made.

Certificate of Deposit (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

Collateral. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

Collateralized Mortgage Obligations (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

Commercial paper. The short-term unsecured debt of corporations.

Cost yield. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

Coupon. The rate of return at which interest is paid on a bond.

Credit risk. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

Current yield. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

Dealer. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

Debenture. A bond secured only by the general credit of the issuer.

Delivery vs. payment (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

Derivative. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate or index.

Discount. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as **discount securities**. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

Diversification. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

Duration. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

Federal funds rate. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

Federal Open Market Committee: A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

Haircut: The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).

Leverage. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

Liquidity: The speed and ease with which an asset can be converted to cash.

Local Agency Investment Fund (LAIF). A voluntary investment fund managed by the California State Treasurer's Office open to government entities and certain non-profit organizations in California.

Local Government Investment Pool. Investment pools including the Local Agency Investment Fund (LAIF), county pools, joint powers authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

Make Whole Call. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

Margin: The difference between the market value of a security and the loan a broker makes using that security as collateral.

Market risk. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

Market value. The price at which a security can be traded.

Marking to market. The process of posting current market values for securities in a portfolio.

Maturity. The final date upon which the principal of a security becomes due and payable.

Medium term notes. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts either on a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

Modified duration. The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

Money market. The market in which short term debt instruments (T-bills, discount notes, commercial paper and banker's acceptances) are issued and traded.

Mortgage pass-through securities. A securitized participation in the interest and principal cashflows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

Municipal Securities. Securities issued by state and local agencies to finance capital and operating expenses.

Mutual fund. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

Nationally Recognized Statistical Rating Organization (NRSRO). A credit rating agency the United States Securities and Exchange Commission uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

Premium. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

Prepayment speed. A measure of how quickly principal is repaid to investors in mortgage securities.

Prepayment window. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

Primary dealer. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out US monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the US Government securities market.

Prudent person (man) rule. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

Realized yield. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

Regional dealer. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities, and that is not a primary dealer.

Repurchase agreement (RP, Repo). Short term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a **reverse repurchase agreement**.

Safekeeping. A service to bank customers whereby securities are held by the bank in the customer's name.

Short Term. Less than one (1) year's time.

Structured note. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

Supranational. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

Total rate of return. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

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US Treasury obligations. Securities issued by the US Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

Treasury bills. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues “cash management” bills as needed to smooth out cash flows.

Treasury notes. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

Treasury bonds. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

Value. Principal plus accrued interest.

Volatility. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

Yield to Maturity. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Investments	POLICY #203
ADOPTED: October 23, 1990	AMENDED: November 20, 2018

I. INTRODUCTION

The City of National City's investment program will conform to federal, state, and other legal requirements, including California Government Code Sections 16429.1-16429.4, 53600-53609, and 53630-53686. The following investment policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal and investment management of the City's funds. It is the policy of the City to invest public funds in a manner that will provide a market rate of return, given its requirements for preserving principal and meeting the daily cash flow demands of the City. All investments will comply with this Investment Policy and governing laws.

This Investment Policy replaces any previous Investment Policy or Investment Procedures of the City.

II. SCOPE

This Investment Policy applies to all the City's financial assets and investment activities with the following exception(s):

Proceeds of debt issuance shall be invested in accordance with the City's general investment philosophy as set forth in this policy; however, such proceeds are invested in accordance with permitted investment provisions of their specific bond indentures.

Pooling of Funds: Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. GENERAL OBJECTIVES

The overriding objectives of the investment program are to preserve principal, provide sufficient liquidity, and manage investment risks.

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1. *Safety*: Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
2. *Liquidity*: The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.
3. *Return*: The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

IV. PRUDENCE, INDEMNIFICATION, AND ETHICS

- A. *Prudent Investor Standard*: Management of the City's investments is governed by the Prudent Investor Standard as set forth in California Government Code Section 53600.3:

“...all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

- B. *Indemnification*: The Director of Finance or City Manager designee hereinafter designated as Financial Services Officer and other authorized persons responsible for managing City funds, acting in accordance with written procedures and the Investment Policy and exercising due diligence, will be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported within 30 days and appropriate action is taken to control adverse developments.
- C. *Ethics*: Officers and employees involved in the investment process will refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

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V. DELEGATION OF AUTHORITY

- A. Authority to manage the City’s investment program is derived from California Government Code Section 53600 *et seq.* The City Council is responsible for the City’s cash management, including the administration of this Investment Policy. Management responsibility for the cash management of City funds is hereby delegated to the Director of Finance and/or Financial Service Officer.

The Director of Finance and/or Financial Services Officer will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate employee.

- B. The City may engage the services of one or more external investment managers to assist in the management of the City’s investment portfolio in a manner consistent with the City’s objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Investment Policy. Such managers must be registered under the Investment Advisers Act of 1940.

VI. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence described in the investment procedures manual. These may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

- A. The City’s Director of Finance and/or Financial Services Officer will determine which financial institutions are authorized to provide investment services to the City. Institutions eligible to transact investment business with the City include:
1. Primary government dealers as designated by the Federal Reserve Bank;
 2. Nationally or state-chartered banks;
 3. The Federal Reserve Bank; and
 4. Direct issuers of securities eligible for purchase.
- B. Selection of financial institutions and broker/dealers authorized to engage in transactions with the City will be at the sole discretion of the City.

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- C. All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Director of Finance and/or Financial Services Officer with a statement certifying that the institution has reviewed California Government Code Section 53600 *et seq.* and the City's Investment Policy.
- D. Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the investment adviser.
- E. Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

VII. DELIVERY, SAFEKEEPING AND CUSTODY, AND COMPETITIVE TRANSACTIONS

- A. *Delivery-versus-payment*: Settlement of all investment transactions will be completed using standard delivery-vs.-payment procedures.
- B. *Third-party safekeeping*: To protect against potential losses by collapse of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all securities owned by the City will be held in safekeeping by a third party bank custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City.
- C. *Competitive transactions*: All investment transactions will be conducted on a competitive basis which can be executed through a bidding process involving at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

All investments will be made in accordance with California Government Code Section 53600 *et seq.* and as described within this Investment Policy. Permitted investments under this policy will include:

- 1. **Municipal Bonds.** These include bonds of the City, the State of California, any other state, and any local agency within the state of California. The bonds will be registered in the name of the City or held under a custodial agreement at a bank.

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- a. Are rated in the category of “A” or better by at least two nationally recognized statistical rating organization; and
 - b. No more than 5% per issuer.
 - c. No more than 30% of the total portfolio may be invested in municipal bonds.
2. **US Treasury** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in US Treasuries.
3. **Federal Agency or United States government-sponsored enterprise obligations, participations, or other instruments**, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in government-sponsored enterprises.
4. **Banker’s acceptances**, provided that:
 - a. They are issued by institutions with short term debt obligations rated “A1” or higher, or the equivalent, by at least two nationally recognized statistical-rating organization (NRSRO); and have long-term debt obligations which are rated “A” or higher by at least two nationally recognized statistical rating organization;
 - b. The maturity does not exceed 180 days; and
 - c. No more than 40% of the total portfolio may be invested in banker’s acceptances and no more than 5% per issuer.
5. **Federally insured time deposits** (Non-negotiable certificates of deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:
 - a. The amount per institution is limited to the maximum covered under federal insurance; and
 - b. The maturity of such deposits does not exceed 5 years.

6. Certificate of Deposit Placement Service (CDARS)

- a. No more than 30% of the total portfolio may be invested in a combination of certificates of deposit including CDARS.
- b. The maturity of CDARS deposits does not exceed 5 years.

7. Negotiable certificates of deposit (NCDs), provided that:

- a. They are issued by institutions which have long-term obligations which are rated “A” or higher by at least two nationally recognized statistical rating organizations; and/or have short term debt obligations rated “A1” or higher, or the equivalent, by at least two nationally recognized statistical rating organizations;
- b. The maturity does not exceed 5 years; and
- c. No more than 30% of the total portfolio may be invested in NCDs and no more than 5% per issuer.

8. Commercial paper, provided that:

- a. The maturity does not exceed 270 days from the date of purchase;
- b. The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million;
- c. They are issued by institutions whose short term obligations are rated “A-1” or higher, or the equivalent, by at least two nationally recognized statistical rating organization; and whose long-term obligations are rated “A” or higher by at least two nationally recognized statistical rating organization; and
- d. No more than 25% of the portfolio is invested in commercial paper and no more than 5% per issuer.

9. State of California Local Agency Investment Fund (LAIF), provided that:

- a. The City may invest up to the maximum permitted amount in LAIF; and
- b. LAIF’s investments in instruments prohibited by or not specified in the City’s policy do not exclude it from the City’s list of allowable investments, provided that the fund’s reports allow the Director of Finance or Financial Services Officer to adequately judge the risk inherent in LAIF’s portfolio.

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10. Local government investment pools.

- a. San Diego County Investment Pool

11. Corporate medium term notes (MTNs), provided that:

- a. Such notes have a maximum maturity of 5 years;
- b. Are issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States;
- c. Are rated “A” category or better by at least two nationally recognized statistical rating organization; and
- d. Holdings of medium-term notes may not exceed 30% of the portfolio and no more than 5% per issuer.

12. Mortgage pass-through securities and asset-backed securities, provided that such securities:

- a. Have a maximum stated final maturity of 5 years.
- b. Be rated in a rating category of “AA” or its equivalent or better by an nationally recognized statistical rating organization.
- c. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.

13. Money market mutual funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940:

- a. Provided that such funds meet either of the following criteria:
 - 1. Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations; or;
 - 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience investing in the securities and obligations authorized by California Government Code Section 53601 (a through j) and with assets under management in excess of \$500 million.

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- b. Purchase of securities authorized by this subdivision may not exceed 20% of the portfolio.

14. Supranationals, provided that:

- a. Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- b. The securities are rated in a category of “AA” or higher by a NRSRO.
- c. No more than 30% of the total portfolio may be invested in these securities.
- d. No more than 10% of the portfolio may be invested in any single issuer.
- e. The maximum maturity does not exceed five (5) years.

IX. PORTFOLIO RISK MANAGEMENT

A. The following are prohibited investment vehicles and practices:

- 1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- 2. In accordance with California Government Code Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- 3. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited.
- 4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- 5. Purchasing or selling securities on margin is prohibited.
- 6. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
- 7. The purchase of foreign currency denominated securities is prohibited.

B. Mitigating credit risk in the portfolio

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Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in Section IX are designed to mitigate credit risk in the portfolio;
2. No more than 5% of the total portfolio may be invested in securities of any single issuer, except as noted in Section VIII of this Investment Policy;
3. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity, or yield of the portfolio in response to market conditions or the City's risk preferences; and
4. If securities owned by the City are downgraded by either Moody's or S&P to a level below the quality required by this Investment Policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
 - a. If a security is downgraded, the Director of Finance and/or Financial Services Officer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
 - b. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

C. Mitigating market risk in the portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes. The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

1. The City will maintain a minimum of three months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements;

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2. The maximum percent of callable securities (does not include “make whole call” securities as defined in the Glossary) in the portfolio will be 20%;
3. The maximum stated final maturity of individual securities in the portfolio will be five years, except as otherwise stated in this policy; and
4. The duration of the portfolio will at all times be approximately equal to the duration (typically plus or minus 20%) of a Market Benchmark Index selected by the City based on the City’s investment objectives, constraints and risk tolerances. The City’s current Benchmark will be documented in the investment procedures manual.

X. INVESTMENT OBJECTIVES (PERFORMANCE STANDARDS AND EVALUATION)

- A. **Overall objective:** The investment portfolio will be designed with the overall objective of obtaining a total rate of return throughout economic cycles, commensurate with investment risk constraints and cash flow needs.
- B. **Specific objective:** The investment performance objective for the portfolio will be to earn a total rate of return over a market cycle which is approximately equal to the return on the Market Benchmark Index as described in the City’s investment procedures manual.

XI. PROCEDURES AND INTERNAL CONTROLS

- A. **Procedures:** The Director of Finance and/or Financial Services Officer will establish written investment policy procedures in a separate investment procedures manual to assist investment staff with day-to-day operations of the investment program consistent with this policy. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance and/or Financial Services Officer.
- B. **Internal Controls:** The Director of Finance and/or Financial Services Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure will be designed to provide reasonable assurance that these objectives are met. Internal controls will be described in the City’s investment procedures manual.

XII. REPORTING

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- A. **Monthly reports:** In accordance with California Government Code Section 53646, a local agency treasurer who has been delegated authority to invest or reinvest funds of the local agency by the legislative body must submit a monthly report to the legislative body accounting for transactions made during the reporting period.
- B. **Quarterly reports:** Quarterly investment reports will be submitted by the Director of Finance and/or Financial Services Officer to the City Council, at an agenda meeting, consistent with the requirements contained in California Government Code Section 53646, including but not limited to the following information:
1. Type of investment
 2. Name of issuer and/or financial institution
 3. Date of purchase
 4. Date of maturity
 5. Current market value for all securities
 6. Rate of interest
 7. Purchase price of investment
 8. Other data as required by the City
- C. **Annual reports:** The Investment Policy will be reviewed and adopted at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return, and its relevance to current law and financial and economic trends.

Related Policy References

California Government Code Sections: 16429.1 – 16429.4, and 53600 – 53686
Investment Company Act of 1940
Investment Advisers Act of 1940
Securities and Exchange Commission Rule #15C3-1
Appendix I attached: “Authorized Personnel”
Appendix II attached: “Glossary of Investment Terms”

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Prior Policy Amendments

October 17, 2017
December 6, 2016
December 15, 2015
December 16, 2014
December 10, 2013
January 10, 2012

Final

Appendix I

Authorized Personnel

The following positions are authorized to transact investment business and wire funds for investment purposes on behalf of the City of National City:

City Manager
Deputy City Manager
Director of Finance
Financial Services Officer

Appendix II

GLOSSARY OF INVESTMENT TERMS

Agencies. Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FDIC. The Federal Deposit Insurance Corporation provides insurance backed by the full faith and credit of the US government to certain bank deposits and debt obligations.

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “FreddieMac” issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “FannieMae,” issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as “GinnieMae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio and Mississippi River valleys. TVA currently issues discount notes and bonds.

Asked. The price at which a seller offers to sell a security.

Asset Backed Securities. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

Average life. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

Banker’s acceptance. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

Benchmark. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

Bid. The price at which a buyer offers to buy a security.

Broker. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

Callable. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when interest rates are lower than when the investment was initially made.

Certificate of Deposit (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

Collateral. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

Collateralized Mortgage Obligations (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

Commercial paper. The short-term unsecured debt of corporations.

Cost yield. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

Coupon. The rate of return at which interest is paid on a bond.

Credit risk. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

Current yield. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

Dealer. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

Debenture. A bond secured only by the general credit of the issuer.

Delivery vs. payment (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

Derivative. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate or index.

Discount. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as **discount securities**. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

Diversification. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

Duration. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

Federal funds rate. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

Federal Open Market Committee: A committee of the Federal Reserve Board that establishes monetary policy and executes it through temporary and permanent changes to the supply of bank reserves.

Haircut: The margin or difference between the actual market value of a security and the value assessed by the lending side of a transaction (i.e. a repo).

Leverage. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

Liquidity: The speed and ease with which an asset can be converted to cash.

Local Agency Investment Fund (LAIF). A voluntary investment fund managed by the California State Treasurer's Office open to government entities and certain non-profit organizations in California.

Local Government Investment Pool. Investment pools including the Local Agency Investment Fund (LAIF), county pools, joint powers authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

Make Whole Call. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

Margin: The difference between the market value of a security and the loan a broker makes using that security as collateral.

Market risk. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

Market value. The price at which a security can be traded.

Marking to market. The process of posting current market values for securities in a portfolio.

Maturity. The final date upon which the principal of a security becomes due and payable.

Medium term notes. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts either on a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

Modified duration. The percent change in price for a 100 basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

Money market. The market in which short term debt instruments (T-bills, discount notes, commercial paper and banker's acceptances) are issued and traded.

Mortgage pass-through securities. A securitized participation in the interest and principal cashflows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

Municipal Securities. Securities issued by state and local agencies to finance capital and operating expenses.

Mutual fund. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

Nationally Recognized Statistical Rating Organization (NRSRO). A credit rating agency the United States Securities and Exchange Commission uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments,

especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

Premium. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

Prepayment speed. A measure of how quickly principal is repaid to investors in mortgage securities.

Prepayment window. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

Primary dealer. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out US monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the US Government securities market.

Prudent person (man) rule. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

Realized yield. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

Regional dealer. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities, and that is not a primary dealer.

Repurchase agreement (RP, Repo). Short term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a **reverse repurchase agreement**.

Safekeeping. A service to bank customers whereby securities are held by the bank in the customer's name.

Short Term. Less than one (1) year's time.

Structured note. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

Supranational. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

Total rate of return. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

US Treasury obligations. Securities issued by the US Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

Treasury bills. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues “cash management” bills as needed to smooth out cash flows.

Treasury notes. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

Treasury bonds. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

Value. Principal plus accrued interest.

Volatility. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

Yield to Maturity. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto the City of Encinitas Urban Forestry Maintenance Services contract with West Coast Arborist, Inc. \(WCA\) to award an agreement for the purchase of specialized tree trimming, removal, and planting services in an amount not to exceed \\$95,000, and authorizing the Mayor to execute said Agreement. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City waiving the formal bid process pursuant to National City Municipal Code Section 2.60.260 regarding cooperative purchasing and authorizing the City to piggyback onto the City of Encinitas' Urban Forestry Maintenance Services contract with West Coast Arborist, Inc. (WCA) to award an agreement for the purchase of specialized tree trimming, removal, and planting services in an amount not to exceed \$95,000, and authorizing the Mayor to execute said Agreement.

PREPARED BY: Ray Roberson, Management Analyst II

DEPARTMENT: Engineering and Public Works

PHONE: 619-336-4583

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

105-416-227-299-0000 (Parks Maintenance Contract Services) - \$95,000

Funds previously appropriated by City Council through adoption of the FY 2019 annual budget.

APPROVED: _____



FINANCE

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing the City (Buyer) to piggyback the City of Encinitas' Urban Forestry Maintenance Services contract with WCA to award the purchase of specialized tree trimming, removal, and planting services in an amount not to exceed \$95,000.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation w/ attachment
2. City of Encinitas Urban Forestry Maintenance Services contract
3. Service Agreement
4. Resolution

EXPLANATION

In Fiscal Year (FY) 2015, the City contracted with West Coast Arborist, Inc. (WCA), a highly qualified and reputable contractor in the field of urban forestry, to assist the City's Park Maintenance staff with addressing the growing backlog of tree trimming requests for service. In conjunction with implementation of a grid-based tree trimming program, WCA proved to be effective in assisting City crews with clearing the backlog, which allowed City crews to focus on maintaining their tree trimming schedule.

The grid schedule continues to allow for a systematic approach to ensuring that trees citywide receive regular maintenance in a manner that maximizes staff efficiency. While the grid schedule has been effective, emergency and specialized work, such as stump grinding, tree removals, and trimming taller palm trees, continues to impact the City's preventative maintenance schedule. Therefore, staff desires to contract with WCA to assist Parks Maintenance staff with specialized urban forestry maintenance support services. Currently, WCA has 25 service contracts with public agencies in Southern California (see attached).

National City Municipal Code (NCMC) Section 2.60.260 provides authority to the purchasing agent to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the City. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the City's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the City had not initially joined with that public agency in the cooperative purchase.

National City's Purchasing staff has confirmed that the City of Encinitas' Urban Forestry Maintenance Services contract with WCA was competitively bid through a RFP process, and that the City of Encinitas' procurement procedures are in substantial compliance with those of National City. On January 8, 2018, the City of Encinitas entered into a four year agreement with WCA for Urban Forest Maintenance Services, which expires on January 17, 2022. The contract may be extended with a total of two separate, three year options.

Staff requests that City Council waive the formal bid process consistent with NCMC Section 2.60.260 regarding cooperative purchasing and authorize the City (Buyer) to piggyback the City of Encinitas' Urban Forestry Maintenance Services contract with WCA to award the purchase of specialized tree trimming, removal, and planting services in an amount not to exceed \$95,000. Funding for Parks Maintenance contract services was previously appropriated by City Council through adoption of the FY 2019 annual budget.

West Coast Arborists, Inc.
List of Local Annual Customers

Public Agency

Carlsbad
Chula Vista
Coronado
Del Mar
El Cajon
Encinitas
Escondido
Imperial Beach
La Mesa
Lemon Grove
Oceanside
Poway
San Diego
San Marcos
Santee
Solana beach
Vista
San Diego County
National School District
Padre Dam Water District
Poway USD
La Mesa-Spring Valley School Distric
Sweetwater Authority
Swetwater UHSD
UC San Diego

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
WEST COAST ARBORISTS, INC.**

THIS AGREEMENT is entered into on this 1st day of December, 2018, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and WEST COAST ARBORISTS, INC., a California corporation (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide Urban Forestry Maintenance Services to assist the City's Park Maintenance staff with ongoing tree trimming needs and demands.

WHEREAS, the CITY has determined that the CONTRACTOR is a certified forestry professional and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

WHEREAS, the CITY has determined that the CONTRACTOR provides forestry maintenance services to multiple municipalities and other governmental agencies in the Southern California region.

WHEREAS, this contract is being awarded based on cooperative purchasing, as permitted in National City Municipal Code section 2.60.260. The City of Encinitas has gone through a competitive process for these services and selected this CONTRACTOR, and the CITY is entering into this Agreement with the prices established through that competitive process.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR to perform tree pruning, trimming, and planting services, and the CONTRACTOR agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services shall be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on December 1, 2018. The duration of this Agreement is for the period of December 1, 2018 through June 30, 2019. Completion dates or time durations for specific portions of the project are set forth in Exhibit "B". ~~This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties~~

~~may exercise up to three one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.~~

3. **SCOPE OF SERVICES.** The CONTRACTOR will perform tree pruning, trimming, removal, and planting services as set forth in the attached Exhibit "A" following the fee schedule as set forth in the attached Exhibit "B" (the project).

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONTRACTOR shall appear at meetings, as required, to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Victor Uribe, Park Superintendent, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Michael Palat thereby is designated as the Project Director for the CONTRACTOR.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$95,000. The compensation for the CONTRACTOR'S work shall not exceed the rates set forth in Exhibit "A". Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONTRACTOR shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONTRACTOR and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR in this Agreement, the CITY or the CONTRACTOR shall give to the other written notice. Within ten (10) business days, the CONTRACTOR and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable

diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONTRACTOR.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONTRACTOR for this project, whether paper or electronic, shall become the property of the CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY, and CONTRACTOR thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONTRACTOR agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONTRACTOR'S written work product for the CITY'S purposes, and the CONTRACTOR expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or SUBCONTRACTORS, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its SUBCONTRACTOR(S) shall require the SUBCONTRACTOR(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, except as herein set forth, and the CONTRACTOR or the CONTRACTOR'S agents,

servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONTRACTOR its agents, servants, and employees are as to the CITY wholly independent CONTRACTOR, and that the CONTRACTOR'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONTRACTOR and each of its SUBCONTRACTOR(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

12. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR'S professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONTRACTOR to use due diligence under this sub-section will render the CONTRACTOR liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are

employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONTRACTOR shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONTRACTOR shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONTRACTOR shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONTRACTOR'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONTRACTOR shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all

amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

17. **INSURANCE.** The CONTRACTOR, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONTRACTOR(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. ☐ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONTRACTOR'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONTRACTOR has no employees subject to the California Workers' Compensation and Labor laws, CONTRACTOR shall execute a Declaration to that effect. Said Declaration shall be provided to CONTRACTOR by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

K. If the CONTRACTOR maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONTRACTOR. During said 60-day period the CONTRACTOR shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONTRACTOR as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONTRACTOR'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONTRACTOR; (2) a reorganization of the CONTRACTOR for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONTRACTOR.

20. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Victor Uribe
Park Superintendent
Engineering and Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONTRACTOR:
Michael Palat
Area Manager
West Coast Arborists, Inc.
8524 Commerce Avenue, Suite B
San Diego, CA 92121

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**

OBLIGATIONS. During the term of this Agreement, the CONTRACTOR shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONTRACTOR shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

The CONTRACTOR shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 21 by the CONTRACTOR.

22. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Contractor is solely responsible to determine if State prevailing wage rates

apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

23. **MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Subcontractors or Subcontractors.* The CITY is engaging the services of the CONTRACTOR identified in this Agreement. The CONTRACTOR shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subcontractor(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

M. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

WEST COAST ARBORISTS, INC.

(Corporation – signatures of two corporate officers required)

By: _____
Ron Morrison, Mayor

By: _____
(Name)

(Print)

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

(Title)

By: _____
Roberto M. Contreras
Deputy City Attorney

By: _____
(Name)

(Print)

(Title)

West Coast Arborists, Inc.

Scope of Work

Project Requirements

The Scope of Work for this Contract is to provide professional Urban Forestry Maintenance Services for tree pruning, trimming, removal, and planting as directed by the City's Park Supervisor, to maintain the City of National City's trees in a safe, attractive and overall healthy condition. Prices for said services are listed in Exhibit B.

The contract is not to exceed \$90,000 and is effective December 1, 2018 through June 30, 2019.

**AGREEMENT FOR GENERAL SERVICES BETWEEN
THE CITY OF ENCINITAS AND WEST COAST ARBORISTS, INC.**

**GENERAL SERVICES AND MAINTENANCE CONTRACT ONLY
(Non-Federal/Prevailing Wage)**

THIS Contract is made and entered into by and between the City of Encinitas, a municipal corporation, hereinafter referred to as "City", and West Coast Arborists, Inc. hereinafter referred to as "Contractor".

RECITALS

City requires Contractor to perform its scope of work generally described as:

The requirement of this Contract is to provide professional Urban Forestry Maintenance Services as conditioned in RFP No. 2017-06; for planting, pruning, trimming, staking, raising, removal, disposal, stump grinding and chipping, inventorying, documenting and all other services required to maintain the City of Encinitas trees in a safe, attractive and overall healthy condition.

Contractor represents itself as possessing the necessary skills and qualifications to maintain the public works project required by City and possessing all required licenses and certifications;

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1.0 Contract Documents

1.1 The Contract Documents shall be deemed to be this Agreement, the Request for Proposal and Contractor's submission, all documents attached and specifically referenced herein.

2.0 Contractor's Obligations (Attachment A)

2.1 Contractor shall perform its scope of work that is described in **Attachment "A"**, which is attached hereto and incorporated herein as though fully set forth at length.

2.2 Contractor shall, at its own cost and expense, in a competent manner consistent with all applicable standards of care, furnish all labor, inspection, technical, administrative, professional and other personnel, all supplies and materials, equipment, tools, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means and methods whatsoever, except as herein otherwise expressly specified to be furnished by City, necessary or proper to perform and complete the scope of work and provide the services required by this Agreement.

2.3 Contractor is hired to render those services necessary to perform the Scope of Work in a professional manner, and any payments made to Contractor are compensation fully for those services.

2.4 Contractor shall maintain throughout the full term of this Agreement all professional certifications and licenses required in order to comply with all city, state, and federal laws in the performance of this Agreement.

2.5 For the services to be performed, Contractor shall pay wages to Contractor's employees according to the current "General Prevailing Wage Rates" issued by the Director of the Department of Industrial Relations of the State of California and pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1771, 1773, 1773.1. Contractor shall follow all prevailing wage reporting required by law and the State Department of Industrial Relations (DIR).

3.0 Extra Work

3.1 Contractor, in providing the services as set forth herein, shall not perform work and will not be paid for work in excess of the Agreement amount without first obtaining a fully executed written Change Order from City or its authorized designated representative. All requests for extra work shall be made in writing and submitted to City.

4.0 Payment For Services (Attachment B)

4.1 Contractor's payment for services, including fee schedule or other terms of compensation, is attached hereto as **Attachment "B"** and incorporated herein by this reference.

4.2 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with Attachment "B".

4.3 Contractor shall submit to City an invoice, on a monthly basis or as otherwise agreed, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Contractor.

5.0 Term of Agreement

5.1 This Agreement shall be effective on and from the day, month and year of the execution of this document by City.

5.2 Term. The term of the Agreement is for a period of four (4) years commencing on the Execution Date by City, and terminating four (4) years from the execution date ("Termination Date") unless terminated earlier as set forth herein, or extended pursuant to Section 5.3 below.

5.3 Options to Extend. Provided that City is satisfied with Contractor's performance under this Agreement and Contractor is in full compliance with the terms and conditions of this Agreement, City shall, at its sole discretion and without obligation to Contractor, have the option to extend the terms of this Agreement for no more than two (2), three (3) year options. The City Manager and Contractor shall execute the extension(s) within sixty (60) days prior to the expiration of the Agreement. The total Agreement term may not exceed (10) ten years.

5.4 Agreement Price. Contractor agrees not to raise prices for the original four (4) year term of the agreement. Thereafter, Contractor may request in writing no later than ninety (90) days from the option date to request a contract extension and price increase not to exceed the prior year annual Bureau of Labor Statistics Consumer Price Index, San Diego or 2%, whichever is greater. All price increases shall take effect upon the effective date of the renewal.

6.0 Termination of Agreement

6.1 In the event of Contractor's failure to prosecute, deliver, or perform the described services, the City may terminate this Contract by notifying Contractor by certified mail of said termination. Thereupon, Contractor shall cease work and within five (5) working days: (1) assemble all materials and records prepared or obtained in the performance of this Agreement and deliver said documents to the City and (2) place all work in progress in a safe and protected condition. The City Manager shall make a determination of the percentage of work which Contractor has performed which is usable and of worth to the City. Based upon that finding, the City shall determine any final payment due to Contractor.

6.2 This Contract may be terminated by the City, without cause, upon the giving written notice to the Contractor. Contractor shall: (1) assemble all materials and records prepared or obtained in the performance of this Contract and deliver said documents and materials to the City and (2) place all work in progress in a safe and protected condition. The City Manager shall make a determination of the percentage of work which Contractor has performed which is usable and of worth to the City. Based upon that finding, the City shall determine any final payment due to Contractor.

7.0 Independent Contractor

7.1 Contractor shall perform the services provided for herein in a manner of Contractor's own choice, as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor shall be under control of City only as to the result to be accomplished and the personnel assigned to the Project. However, Contractor shall confer with City as required to perform this Agreement.

7.2 If Contractor is approved by the City to subcontract for extenuating circumstances any work to be performed under this Agreement, Contractor shall be as fully responsible to City or the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor of Contractor and City. Contractor shall bind every subcontractor by the terms of the Agreement applicable to Contractor's work, including indemnity and insurance requirements.

8.0 No Assignment of Agreement

8.1 Contractor has no authority or right to assign this Agreement or any part thereof or any monies due thereunder without first obtaining the prior written consent of City.

9.0 No Verbal Agreement or Conversation

9.1 No verbal agreement or conversation with any officers, elected officials, appointed officials, volunteers, agent or employee of City, either before, during or after the execution of this Agreement, shall effect or modify any of the terms or obligations herein contained nor such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement.

10.0 Disputes

10.1 If a dispute should arise regarding the performance of this Agreement, the following

Initial dispute resolution procedures shall be used:

A. Within twenty (30) City working days after a dispute regarding the performance of this Agreement arises, it shall be reduced to writing at staff level by the complaining party setting forth the nature of the dispute in detail, along with all pertinent back-up documentation in support. The writing shall be delivered to the receiving party by first class mail or personal delivery directly to the party's project manager, along with recommended methods of resolution.

B. The party receiving the letter shall reply to the letter with a detailed response, along with a recommended method of resolution, if any, within ten (10) City working days of receipt of the letter.

10.2 If the dispute is not resolved at staff level in accordance with Section 10.1, within five (5) City working days of the receiving party response (or longer if agreed between the parties), the aggrieved party, through its respective project manager shall deliver to the City Manager's office a letter outlining the dispute for the City Manager's review. The receiving party may submit further response, if required, to the City Manager within five (5) city working days thereafter. The City Manager, at his/her sole discretion may respond as he/she deems appropriate, including recommendations for resolution, discussion or rejection of the dispute within fifteen (15) working days of receipt of the complaint.

10.3 If the dispute remains unresolved and the parties have exhausted the procedures outlined in this section, the parties may then seek remedies available to them under this Agreement and at law, including, but not limited to, under the termination procedures. This provision does not relieve Contractor of its obligation and Contractor is required to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against City.

11.0 Hold Harmless

11.1 To the greatest extent allowed by law, Contractor shall defend and indemnify and hold City, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, negligence (including the active or passive negligence of City as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, subcontractors and contractors arising out of or in connection with the performance of the scope of work or this Agreement, including without limitation the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The only limitations on this provision shall be those imposed by Civil Code Section 2782 or other applicable provisions of law.

11.2 Contractor's defense obligation (with counsel approved by City), shall arise immediately upon City's tender, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, agents, employees and representatives, notwithstanding whether liability is or can be established against City. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782 or other applicable provisions of law.

11.3 Contractor's defense and indemnity obligations herein include, but are not limited to

damages, fines, penalties, attorney's fees and costs arising from claims under the Americans With Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the scope of work or after the Project is complete, as the result of defects or negligence in Contractor's services.

11.4 Contractor's obligation herein includes, but is not limited to, alleged defects in the services performed; alleged defects in the materials or services furnished under the Agreement; alleged injury to persons or property; alleged inverse condemnation of property as a consequence of the performance of the work or the improvement; any regulatory violations (including but not limited to Stormwater Pollution Control BMP/Erosion Control and regulatory requirements); and any accident, loss or damage to City property or third party liability prior to the acceptance of same by City.

11.5 By inspecting, approving or accepting the services performed by Contractor, City shall not have waived the protections afforded herein to City and City's officers, elected officials, appointed officials, volunteers, employees and agents or diminished the obligation of Contractor who shall remain obligated in the same degree to indemnify and hold City and City's officers, elected officials, appointed officials, volunteers, employees and agents, harmless as provided above.

12.0 Insurance

12.1 Commercial General Liability Insurance. Contractor shall obtain and maintain for the full term of this Agreement, comprehensive general liability and property damage insurance, or commercial general liability insurance, from an insurance company approved by City having a Best Rating of A-: VII or better and authorized by the Insurance Commissioner of the State of California Department of Insurance to be transacting business in the State of California, in the following minimum limits:

General liability (Including operations, Products and completed operations)	
Combined Single Limit Per Occurrence	\$5,000,000.00
General Annual Aggregate	\$10,000,000.00

The limits of insurance shall not relieve Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to City, and shall not preclude City from taking such other actions available to City under other provisions of the Agreement, Contract Documents, or law.

Contractor shall make certain that if any and all subcontractors hired by Contractor are insured in accordance with this Agreement. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold City harmless from any damage, loss, cost, or expense, including attorney's fees, incurred by City as a result thereof.

All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, occurring during the policy term, and shall specifically insure the performance by Contractor. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in this Agreement.

12.2 Automobile Liability Insurance. Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to City for bodily injury and property damage in an amount, at least, one million dollars (\$1,000,000) per person per accident.

12.3 Workers' Compensation Insurance. Contractor shall provide, during the term of this Agreement, workers' compensation insurance for all of the employees engaged in Work under this Agreement, on or at any work site, and, in case of any sublet Work, Contractor shall require each subcontractor similarly to provide workers' compensation insurance for all of the latter's employees as proscribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by Contractor's insurance. Contractor is required to secure payment of compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code in an amount of, at least, one million dollars (\$1,000,000) per person per accident and shall contain a Waiver of Subrogation in favor of City.

Contractor shall assume the immediate defense of and indemnify and save harmless City and its officers and employees, agents, and consultants from all claims, loss, damage, injury, and liability of every kind, nature, and description brought by any person employed or used by Contractor, or any subcontractors, to perform the scope of work under this Agreement regardless of responsibility or negligence.

12.4 Employer's Liability Insurance. Contractor shall provide during the life of this Agreement, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Agreement and Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of City.

12.5 Form Proof of Insurance. Any insurance carrier providing insurance coverage required by the Agreement and Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A : VII or better. Insurance deductibles or self-insured retentions must be declared by Contractor, and such deductibles and retentions shall have the prior written consent from City.

12.6 Additional Insured Requirement. City, its officers, elected officials, employees, contractors, construction managers, architect and volunteers are to be covered as additional insureds by endorsement under the General Liability, Automobile Liability, Employers Liability and Workers Compensation Liability insurance policies. The General Liability policy shall be evidenced by an additional insured endorsement, using form ISO CG 20-10-10-01 and GC 20-37-10-01 or the exact equivalent.

12.7 Other Insurance Requirements. The Certificate(s) and policy(s) of insurance shall provide no less than thirty (30) days written notice be given to City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, City may terminate or Stop Work pursuant to this Agreement and Contract Documents, unless City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments evidencing coverages and the insurance as required is in full force and effect.

Contractor shall not take possession of any work site, or commence its scope of work under this Agreement until City has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements and any and all other attachments as required in this Agreement. The original Endorsements for each policy and the Certificate(s) of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

It is understood and agreed to by the parties and the insurance company(s) that the Certificate(s) of Insurance and policies shall be construed as primary, and City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

13.0 Payroll Records

13.1 Consistent with Labor Code Section 1776, Contractor and each subcontractor shall maintain accurate weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

13.2 The payroll records described herein shall be certified and submitted by Contractor at a time designated by City. Contractor shall also provide the following:

A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor or any subcontractor shall not be marked or obliterated.

13.3 Pursuant to Labor Code Section 1775, Contractor and any subcontractor under the Agreement shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the DIR for the work or craft in which the worker is employed for any public work done under the Agreement by Contractor or, except as provided by statute, by any subcontract under the Agreement. Upon the request of the DIR, such penalties shall be withheld from Agreement payments.

14.0 Prevailing Wage and Enforcement Compliance

14.1 This is a prevailing wage contract and prevailing wage rates for this locality and project as determined by the Director of the DIR apply, pursuant to labor code section 1770, et. Seq. A copy of the prevailing wage rates shall be posted on the job site by Contractor. A schedule of prevailing wage rates is available for review at City's offices or may be found on the internet at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Contractor shall be required to pay at least the wage rates set forth in that schedule. Certified Payroll records shall be maintained by Contractor and copies of the certified payroll shall be electronically sent to the DIR and be delivered to City at the end of each month during the entire duration of the project.

Contractor is subject to compliance monitoring and enforcement by the DIR. Subject to exceptions as set forth in Labor Code section 1771.1, Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or

engage in the performance of any contract for public work, as defined by statute, unless it is currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. City may not accept a bid nor any contract or subcontract entered into without proof of Contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5. For more information, go to <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>.

Contractor shall be aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Contractor may view a copy of the prevailing rates of per diem wages at City's offices. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

14.2 Contractor and each subcontractor shall forfeit as a penalty to City not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontractor under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.

Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

15.0 Employment of Apprentices

15.1 Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by Contractor or any subcontractor. Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the DIR, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

16.0 Nondiscrimination/Equal Employment Opportunity

16.1 Pursuant to Labor Code Section 1735 and other applicable provisions of law, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. Contractor will take affirmative action to ensure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

17.0 Labor/Employment Safety

17.1 Contractor shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. Contractor shall further comply with all other federal, state or local safety regulations, as they may apply to its scope of work. City shall not be responsible for inspection of Contractor's safety practices or for safety violations caused by Contractor.

18.0 Conflict of Interest

18.1 Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090. If any principal provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, Contractor shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement.

19.0 General Provisions

19.1 Contractor agrees and hereby stipulates that the proper venue and jurisdiction for resolution of any disputes between the parties arising out of this Agreement is San Diego County, North County Judicial Branch, California.

19.2 Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19.3 If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

19.4 Precedence of Agreement Documents. If there is a conflict between any of the contract documents, including attachments or incorporated documents such as the Request for Proposal (RFP) and Contractor's RFP response, the documents in the highest of precedence shall control. If no direct conflict exists, then Contractor is required to meet all requirements of this Agreement and all incorporated documents and references. The order of precedence, from highest to lowest, shall be as follows:

- a) This Agreement, including Attachments A and B.
- b) The City RFP.
- c) Contractor's RFP response.
- d) Standard Specifications.
- e) Reference Specifications.
- f) Industry Standards.

20.0 Contractor's Books and Records/Audit Right

20.1 Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any

longer period required by law, from the date of final payment to Contractor.

20.2 Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

20.3 Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Council, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available for review and copying at Contractor's address indicated for receipt of notices in this Agreement.

20.4 City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in the City Manager's office. Access to such records and documents shall be granted to any party authorized by Contractor's representatives, or Contractor's successor in interest.

21.0 Written Notification

21.1 Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:
City of Encinitas
505 N. Vulcan Ave Encinitas, Ca 92024

If to Contractor:
West Coast Arborists, Inc.
2200 E. Via Burton Street Anaheim, Ca 92806

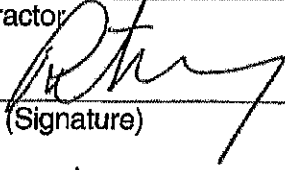
22.0 Contractor's Awareness And Compliance With The Americans With Disabilities Act Of 1990

22.1 Contractor certifies that Contractor is aware of the requirements of the Americans with Disabilities Act of 1990 (42 U. S. Code §12101) and has complied with and will comply with these requirements, including but not limited to verifying compliance of their contractors, consultants, agents and employees.

West Coast Arborists, Inc.

Contractor

By:



(Signature)

1-8-2018

Date)

PRESIDENT.

(Title)

Attest:

City Clerk

Dated:

CITY OF ENCINITAS

By:



(Signature)

1/8/18

Date)

Asst. City Manager

(Title)

APPROVED AS TO FORM



Glenn Sabine, City Attorney

by Erin Chapman

Dated:

1/8/18

ATTACHMENT "A" CONTRACTOR'S SCOPE OF WORK

Contractor: West Coast Arborists, Inc.

The requirement of this Contract is to provide professional Urban Forestry Maintenance Services for planting, pruning, trimming, staking, raising, removal, disposal, stump grinding and chipping, inventorying, documenting and all other services required to maintain the City of Encinitas trees in a safe, attractive and overall healthy condition.

The City proposes to enter into a Contract with a qualified Contractor who is proactive in their work and can meet the requirements set forth in this proposal package. The Contractor will be required to perform and complete the proposed Urban Forestry Maintenance Services in a thorough and professional manner, and to provide all labor, tools, equipment, materials and supplies necessary to complete the work according to generally accepted International Society of Arboriculture (ISA) practices and standards, and in a timely manner that will meet the City's requirements. The successful proposer will be required to comply with all current prevailing wage requirements as set forth in the Labor Code administered by the Department of Industrial Relations.

There are two main program goals. First, the City requires an update to the current tree inventory and database, which includes updating and maintaining records throughout the term of the Contract. Second, the City requires an annual tree maintenance program to support and develop its Urban Forest. The following requirements are meant to meet these goals.

A. Tree Inventory

1. Upon Contract award, the successful Proposer shall be required to provide a complete update of the City's tree inventory at no additional cost to the City and submit the completed inventory to the City within ninety (90) days of the Contract award. The new inventory shall capture all trees within the Public Rights of Way, new tree sites, as well as, trees in parks, open space areas and city facilities. The Contractor shall provide, at no additional cost to the City, software support to the City for the entire term of the Contract. The Contractor shall provide the City with recommendations for tree maintenance, tree health care, recommended planting locations, and recommended removals. Failure to meet and maintain the requirements for the computerized tree inventory system shall be grounds for immediate termination of the Contract.
2. Tree Software Program - The Contractor shall operate and maintain, at no additional cost to the City, a computerized internet based urban forestry management program that includes, but is not limited to, municipal tree inventory, ability to send online work requests for services, work order tracking, work histories and the ability to update site specific tree data and work records, invoices tracking and job balances, reports, value of the urban forest, GPS accessibility, and various other computer information management system tools.
3. Record Keeping - The Contractor will provide, at no additional cost to the City, access to a record keeping system consisting of a password protected Internet-driven tracking program and internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The program shall have the capability to produce

detailed listings of trees and site information, work histories, service requests, summary reports and pictures of City tree species.

4. GPS - Since the City of Encinitas already has a tree inventory in GIS, the City's GIS Division will provide the current tree inventory feature class (SQL table) to the contractor as a starting point. This includes but is not limited to all publicly owned trees on street rights-of-way, parks and open spaces such as medians, streetscapes, etc.

The contractor shall then track the maintenance and characteristic information of the trees in the City of Encinitas' tree inventory feature class in ArcGIS version 10. Or, the contractor shall incorporate the City's tree inventory FacilityID field into their own database, and include x and y (lat/long) fields necessary to map the trees in GIS.

For on-going data maintenance, when a new tree is planted, the new tree site will be added as a record to the tree inventory, and will include the latitude/longitude coordinates (collected by the contractor using a Global Positioning System (GPS) device with minimum sub-meter accuracy). Lat/long coordinates shall be included at the time a new record is added, and will not be input at a later date through a bulk update process. Trees that are removed will not be deleted from the tree inventory, but will be coded as 'vacant'.

At required intervals, the contractor shall provide an ArcGIS version 10 file or personal geodatabase containing the updated tree feature class, which will be reconciled with the City GIS tree inventory. Or, the contractor may provide an Excel spreadsheet or Access database table containing updated information that can be joined to the City's GIS tree inventory based on FacilityID. If the contractor provides their own updated tree inventory database to the City, there will be a one-time requirement to provide a data dictionary of fields containing tree maintenance and tree characteristic information that corresponds to similar fields in the City's GIS tree inventory, so that the City is confident that accurate data synchronization/updating can occur.

5. Tree Inventories and Developing Inventory Databases - The program should have specialized reports designed specifically for City representatives' needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program to address its specific needs. The user-friendly program should allow customers to generate a variety of reports quickly.
6. Training and Support - The Contractor shall provide, at no additional cost to the City, training and support on the software system they provide for the entire term of the contract. Contractor shall provide training to designated City staff during the hours of 7:00 A.M. to 4:30 P.M. Monday through Friday. The Contractor shall be readily available by telephone or e-mail and shall respond to the City's inquiries in a timely manner.

B. Annual Maintenance Program

1. Public Relations - The Contractor shall endeavor to maintain good public relations at all times with the public. All work shall be conducted in a manner which will cause the least possible interference with or annoyance to, the public.

2. **Work Schedule** - Upon Contract award, the successful proposer shall be required to submit a work schedule based on the City's annual pruning requirements which is a systematic tree pruning program composed of existing grid or per-designed districts that are pruned in their entirety on a set schedule; removal & replacement programs which consist of removing trees designated by the City and replanting appropriate trees as replacements; and planting new appropriate trees in areas where trees do not currently exist. The proposal shall include a recommended annual work plan, daily work schedules, and personnel and vehicles that would be required to complete the annual maintenance program. Depending on the City's current and future program needs the scheduled work may require multiple crews to perform concurrently within the same time constraints.

The Contractor is also required to provide service for trees prior to their regular and scheduled trim cycle in order to correct an immediate problem or concern as determined by the City's Designated Representative. Such request(s) shall be addressed and work completed within one (1) week of notice by the City.

3. **Work Hours and City Notification** - The Contractor's working hours, for normal work, shall be limited to the hours between 7:00 AM and 4:30 PM Monday through Friday, excluding recognized holidays. Deviation from normal working hours will not be allowed without prior authorization from the City's designated representative. The Contractor shall notify the City's Designated Representative 24hrs before beginning work. The notification shall include what work is being done and where, the name of the onsite supervisor and his or her direct phone number.
4. **Emergency Response** - The Contractor shall be responsible for responding to tree related emergency situations during normal business hours, after-hours, weekends and holidays. The Contractor shall have the capacity to deal with any tree related emergency situation ranging from limbs down on single trees to storm related damage that involves a large number of trees requiring the commitment and focus of significant resources and staffing levels for several days. Response time and protocol during emergencies is critical to the City of Encinitas.

As part of this Contract, the Contractor shall be required to make the City of Encinitas their priority client for responses during emergencies that cover the San Diego area.

- Telephone responses by the Contractor to tree related emergency calls during normal business hours and after-hours shall be made within (30) fifteen minutes of the initial call.
- The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operation is sixty (60) minutes.
- The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation is ninety (90) minutes.

Failure to meet these requirements may be cause for termination of the Contract.

5. **Competent Supervisor and Project Manager** - The Contractor shall have competent working supervisors at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English, and holding the necessary certifications or credentials as described for that position. All supervisors must

possess adequate technical background to ensure that all work is accomplished per provisions of this Contract.

Contractor is required to have a competent Project Manager available by telephone on a twenty-four (24) hour basis that is assigned to provide direct and prompt attention to requests from the City for emergency and after-hours tree service requests.

6. **Qualified Staff** - Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the Contract.
7. **Uniforms** - All employees of Contractor performing services shall appear neat and well-groomed at all times and shall be dressed in clean, unaltered uniforms at no additional cost to the City, with suitable company identification. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. The Contractor shall provide a standard uniform consisting of at least a collared shirt with buttons, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field. Contractor employees shall wear orange safety vests when operating machinery and/or while working near moving traffic as required by any applicable laws.
8. **Knowledge, Skills and Abilities** - The Contractor's employees shall be subject to the following minimum knowledge, skills, abilities and requirements:
 - The proper license to operate equipment;
 - Ability to operate and maintain equipment in accordance with the manufacturer's recommendations;
 - Mechanical ability to make required operator adjustments to the equipment being used;
 - Knowledgeable of safety regulations as they relate to tree care and traffic control;
 - First Aid Certification from a nationally recognized organization (minimum of one member of each crew);
 - Ability to communicate orally and in writing in English; and,
 - Demonstrated knowledge of tree care and related operations.
9. **ISA Standards** - The Contractor shall deliver a level of quality that is compatible with Current International Society of Arboriculture (ISA) standards, and standards and requirements described herein in providing tree services compatible with standard practice that results in a neat, clean and attractive appearance to trees and associated sites serviced under the terms of the Contract.
10. **Clean Worksite** - Upon completion of work on individual street segments that are under the Contract, Contractor shall clean the work site and all grounds adjacent to the work area of all rubbish, excess materials and equipment. All sections of the work area shall be left in a neat and presentable condition. Care should be taken to prevent spillage on streets over

which work or hauling is done, and any such spillage or debris deposited on street due to Contractor operation shall be cleaned up immediately.

11. Equipment

- a. Overnight parking of equipment, leaving unattended debris and staging of materials on City streets will not be permitted. Waste bins shall be removed from individual street segments once the work has been completed.
 - b. All equipment used and all maintenance practices employed shall be subject to the inspection of the City's designated representative and shall meet safety and functional requirements described herein. All vehicles and equipment operating under this Contract shall be properly marked with company identification and comply with all state and federal regulations. All equipment must be maintained in a good state of repair. All safety guards shall be in place. No equipment shall leak oil or fluids. Equipment drive belts and hoses shall be covered and in good repair and show no sign of fraying. No equipment shall present any potential danger to the operator, co-workers, passing motorists or pedestrians. Failure to comply with this provision will be cause to have the equipment removed from the job site.
 - c. It is the Contractor's responsibility to maintain a sufficient inventory of equipment so as to complete work as specified. An inventory of equipment shall be provided with proposal. This inventory shall include the brand name, model number, weight and capacities of all equipment to be used in the performance of the Contract. All equipment is to be approved by the City prior to the start of the Contract. It is the Contractor's responsibility to notify the City's designated representative of any change in the equipment inventory during the performance of the Contract. This notification shall come in the form of an updated equipment inventory list, presented in the form of a memo on dated company letterhead. Failure to comply with this provision will be grounds to remove the Contractor from the job site until such time as equipment inventory discrepancies are addressed and may be grounds to terminate the Contract.
12. Disposal of Refuse and Debris/Landfill Diversion Requirement - All vegetation and debris generated by the Contractor in the performance of the work shall become the property of the Contractor and shall be removed from the work site promptly. The Contractor shall dispose of all generated debris at no additional cost to City and shall, at minimum, dispose of the material as is consistent with the requirements of AB 939. The Contractor is encouraged to divert as much material as possible from the landfill, meeting or exceeding the City's goal of seventy-five (75) percent diversion rate. It is anticipated that one-hundred (100) percent of the material from the work could be diverted, unless a particular tree is diseased or not suitable for reuse.
13. Protecting the Urban Forest - If, at any time, the Contractor is unclear, on what course of action to follow in the field, the Contractor shall consult with the City's designated representative. The Contractor should never proceed with an action that will result in the permanent disfigurement of the structure or value of a tree. Contractors responsible for the disfigurement of trees shall be penalized in an amount equal to the appraised value of the subject tree as determined by an independent Consulting Arborist.

14. **Safety Requirements** - The Contractor shall conduct all work outlined in the Contract in such a manner as to meet all currently accepted standards for safe practices during the operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all current City, County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA, CAL EPA Safety Orders and ANSI Z133.1 Safety Requirements for Arboricultural Operations at all times so as to protect all person, including Contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury or damage to their property.
15. **Traffic Control** - The Contractor shall be responsible for traffic control and safety regulations as related to any City, State or County requirements while working in the public right-of-way or on any City project. The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal highway Administrative guidelines and any City, County or State supplements guidelines and/or regulations and laws. All operations will be conducted by the Contractor to provide maximum safety for the public according to the most recent edition of the MUTCD (Manual on Uniform Traffic Control Devices) and any California supplements to the MUTCD and any local regulations.

Where work is in progress, each street shall be open to local traffic at all times unless prior arrangements have been made and approved by the City's designated representative.

The Contractor shall display standardized warning signage when controlling traffic around any area used for staging or working in any area that is subject to pedestrian or vehicular traffic. At no time shall traffic be permitted to enter, or operations allowed to continue, in any work zone that presents a dangerous conditions to pedestrian and/or vehicular traffic.

The Contractor may be required to submit a traffic control plan to the Engineering Department as directed by the City's designated representative.

16. **Utility Coordination** - The Contractor shall recognize the rights of utility companies within the public right-of- way or on any City project and their need to maintain and repair their facilities. The Contractor shall exercise due and proper care to prevent damage to utility facilities and to adjust schedules when utility operations prevent the Contractor from maintenance during a specified time frame. No additional compensation will be allowed for complying with these requirements. Contractor shall notify the City's designated representative of any utility that is disturbed or damaged and shall contact the appropriate utility to arrange for repair.

17. **Authority and Inspections**

- a. The City's designated representatives shall, at all times, have access to the work and shall be furnished with every reasonable facility for acquiring full knowledge with respect to the progress, workmanship and characters of materials and equipment used and employed in the work. Whenever the Contractor varies the period during which work is carried out, they shall give due notice to the City's designated representative so

that property access for inspection may be provided. Any inspection of work shall not relieve the Contractor of any obligations to fulfill the Contract as prescribed. Any and all questions regarding the performance of the work shall be directed to the City's designated representative.

- b. If it appears that the work to be done or any matter relative thereto is not sufficiently detailed or explained by the specifications, the Contractor shall apply to the City's designated representative for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the Contract so far as may be consistent with the intent of the original requirements.
 - c. All work shall be completed to the satisfaction of and under the supervision of the City's designated representative. Failure to comply with any requirement contained herein may result in suspension of work without time extension or termination of Contract. Inspection of work will be done by the City's designated representative, during the performance of work or when deemed necessary.
 - d. If any portion of the work done under the Contract proves defective or not in accordance with the requirements, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, the City's designated representative shall have the right and authority to retain the work, but he/she may make such deductions in the payment due the Contractor as may be just and reasonable.
 - e. Any work which is defective or deficient in any of the requirements or specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner and within a reasonable amount of time as determined by the City, at the Contractor's own expense.
 - f. In any other case, a letter will be sent to Contractor noting deficiencies, and the Contractor shall make a reasonable and good faith effort to correct the deficiencies within a reasonable period of time not to exceed three (3) days from notification. After this time period, if unacceptable conditions still exist, the City has the right to terminate the Contract or deduct payment as is proportionately appropriate for non-compliance with the requirements and specifications of the Contract.
18. Quantities/ Minor Modifications and/or Additional Work - The City reserves the right to increase or decrease the quantity of any item(s) or portion(s) of the work described in the requirements or specifications or the proposal form or to omit portions of the work so described as may be deemed necessary or expedient by the City's designated representative and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done. The City shall reduce the price accordingly. Alterations, modifications or deviations from the work described in this document shall be subject to prior written approval of the City. Any price adjustments shall be made by mutual consent of the City and Contractor.

Should a change or extra work be found necessary by the City, all changes and extra work shall be performed at the same unit price of any proposal item listed. If the work is not

listed as a proposal item, the Contractor shall submit a fair cost for the work to be performed. A change order authorization, in writing, will be issued by the City.

19. Invoicing - Contractor shall be required to submit invoices on a monthly basis. Invoice format shall include but not be limited to the date the work took place, a list of each street or location that work took place, the address of each individual work site and the activity, the species and its current condition, height, trunk diameter and canopy spread of each individual tree. Each invoice shall include an exact copy in electronic format that is compatible with the City's Tree Inventory program. Failure to submit invoices in this format may result in non-payment until these requirements are met.
20. Withholding Payment - The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:
 - Defective, unsatisfactory or inadequate work not corrected; If notified by the City
 - Claims filed, or reasonable evidence indicating probable filing of claims;
 - Failure of the Contractor to make proper payments to subcontractors or for materials or labor;
 - A reasonable doubt that the contract can be completed for the balance unpaid; and,
 - Damage that resulted from an incident involving property damage.
21. Stop Work
 - a. If the Contractor, after having officially commenced work on said Contract, should discontinue work for any cause, he/she shall notify the City's Designated Representative of the intent to do so, and shall further notify of the date for restarting operations.
 - b. The City, at the discretion of the City's Designated Representative, may require the Contractor to Stop Work if any condition presents an unreasonable liability to the City, until such time as the condition is corrected to the satisfaction of the City.
22. Risk Management - Tree work is a controlled task. At no time should work be performed so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment). Failure to maintain control at all times is dangerous and can result in serious injury. A loss control incident will not be tolerated and may result in termination of this Contract. The Contractor shall be responsible for mitigating any damage related to a loss of control incident.
23. Investigation - Contractor shall cooperate fully with the City in the investigation of any accident, injury or death occurring on City property or while in the performance of work based on the contract, including a complete written report submitted to the City's Designated Representative within twenty-four (24) hours following the occurrence.

Should any structure or property be damaged during permitted or contracted tree operation, the persons conducting the work shall immediately notify the proper owners or authorities. Repairs to property damaged by the responsible party shall be made within forty-eight (48) hours, except utility lines, which shall be repaired the same working day.

Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City of Encinitas. Any damage caused by the permitted or contracted persons shall be repaired or restored by them at their expense to a condition similar or equal to that existing before such damage or injury, or they shall repair such damage in a manner acceptable to the City.

Special attention is drawn to existing irrigation systems, plant material, landscape features, lights and utility boxes in City parkways, parks and public landscape areas and the need to avoid damage and to repair any damage that occurs within a reasonable amount of time as determined by the City's Designated Representative.

The Contractor's responsibility shall be continuous and not be limited to working hours or days.

Contractor's Initials: _____

Date: _____

ATTACHMENT "B" PAYMENT OF SERVICES

Contractor: West Coast Arborists, Inc.

The undersigned proposes to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the RFP, at prices indicated below. All applicable services include cleanup and disposal.

Tree Planting (per tree). Tree planting includes tree, materials and planting costs	Unit Price in Figures
15 Gallon (double staked per specs)	\$145.00
24 inch Box (double staked per specs)	\$240.00
36 inch Box (double staked per specs)	\$825.00
48 inch Box	\$1,450.00
60 inch Box	\$2,450.00
Tree Watering (per hour). Watering of young trees, water truck/operator-per hour	\$70.00
Tree Pruning (by Grid). Price per tree to Prune by Grid	\$62.00
Tree Pruning (per Service Requests). Full prune tree or by Species	
0"-6" Diameter Standard Height	\$62.00
7"-12" Diameter Standard Height	\$82.00
13"-18" Diameter Standard Height	\$102.00
19"-24" Diameter Standard Height	\$142.00
25"-30" Diameter Standard Height	\$232.00
31"-36" Diameter Standard Height	\$302.00
36"+ Diameter Standard Height	\$402.00
Crown Raise/Clearance Prune Hardwood tree	
0"-6" Diameter Standard Height	\$25.00
7"-12" Diameter Standard Height	\$25.00
13"-18" Diameter Standard Height	\$25.00
19"-24" Diameter Standard Height	\$25.00
25"-30" Diameter Standard Height	\$25.00
31"-36" Diameter Standard Height	\$25.00
36"+ Diameter Standard Height	\$25.00
Palm Tree Trimming	
Prune Date Palm (Phoenix spp.)	\$150.00
Clean Trunk for Date Palm (Phoenix spp.)	\$20.00
Prune Fan Palm (Washingtonia spp.)	\$62.00
Clean Trunk for Fan Palm (Washingtonia spp.)	\$12.00
Prune all other Palm Species	\$62.00

Tree Removal (per inch). Tree and Stump removal per inch measured trunk diameter at 4'6" (Diameter Standard Height)

0"-6" Diameter Standard Height	\$20.00
7"-12" Diameter Standard Height	\$30.00
13"-18" Diameter Standard Height	\$30.00
19"-24" Diameter Standard Height	\$30.00
25"-30" Diameter Standard Height	\$30.00
31"-36" Diameter Standard Height	\$40.00
36"+ Diameter Standard Height	\$40.00

Stump grinding per stump diameter Inch at grade \$15.00

Milling Cost (per board foot). Milling Lumber per Board Foot \$8.00

Root Pruning (per linear foot). Per foot of roots pruned \$15.00

Root Barrier Installation (per linear foot). Per foot of root barrier installed \$20.00

General Labor Rates (by hour)

Hourly rate for 1 Ground-person	\$70.00
Hourly rate for 1 Equipment Operator	\$70.00
Hourly rate for 1 Trimmer	\$70.00

Day Rate Service Crew (per day). Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 trimmer, 2 ground persons \$1,680.00

Specialty Equipment Day Rate (per day). Per eight (8) hour day \$1,200.00

Emergency Services (per hour). Fully equipped 3 person crew called in for emergency service

During normal business hours	\$210.00
After hours, weekends &/or holidays	\$300.00

General Arborist Services (per hour).

Arborist Reports	\$140.00
Resistograph Testing	\$140.00
Ground Penetrating Radar	\$800.00
Air Spade Services	\$140.00
Fumigation	\$140.00
Fertilization	\$140.00
Level 1,2,3 Risk Assessments	\$140.00
Soil Testing / Tree Well Enhancements	\$140.00

GPS Tree Inventory (per tree site). Cost per tree site \$3.00

Plant Health Care Services

Tree Spraying from Ground Level (per diameter inch)	\$2.00
Tree Spraying from Aerial Tower (per diameter inch)	\$4.00
Insecticide Trunk Banding (per diameter inch)	\$5.00
Plant Growth Regulator (PGR) Trunk Banding (per diameter inch)	\$2.00
Plant Growth Regulator (PGR) Soil Application (per diameter inch)	\$4.00
Insecticide or Fungicide Soil Application (per diameter inch)	\$2.00
Fertilizer Drenching (per diameter inch)	\$2.00
Trunk Injection - Insecticide/Miticide (per diameter inch)	\$4.50
Trunk Injections – Fungicide (per diameter inch)	\$3.50
Trunk Injection – Insecticide and Fungicide (per diameter inch)	\$8.00

Contractor's Initials: _____
Date: _____

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City regarding an application for the 8th Street and Roosevelt Avenue Active Transportation Corridor Project for the San Diego Association of Governments \(SANDAG\) Cycle 4 Regional Active Transportation Program. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City regarding an application for the 8th Street and Roosevelt Avenue Active Transportation Corridor Project for the San Diego Association of Governments (SANDAG) Cycle 4 Regional Active Transportation Program.

PREPARED BY: Jose Lopez, P.E. Assistant Engineer – Civil
PHONE: 619-336-4312

DEPARTMENT: Engineering and Public Works
APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

If grant funds are awarded, staff will return to City Council to establish appropriations
Local match of \$22,000 is available in CIP Account No. 001-409-500-598-6573 (Transportation Improvements) through FY 2019 City Council budget appropriations.
Local match of \$200,000 is available through SB-1 funding allocations for National City
Remaining match of 1,200,000 is available through a *TransNet* Smart Growth Incentive Program grant award

ENVIRONMENTAL REVIEW:

CEQA Notice of Categorical Exemption will be filed with County Recorder's Office prior to stating construction.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing the City Manager to accept *TransNet* Active Transportation Grant Program funds through a funding exchange and execute a grant agreement with SANDAG for the 8th Street and Roosevelt Avenue Active Transportation Corridor Project.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/ Exhibits
2. Resolution

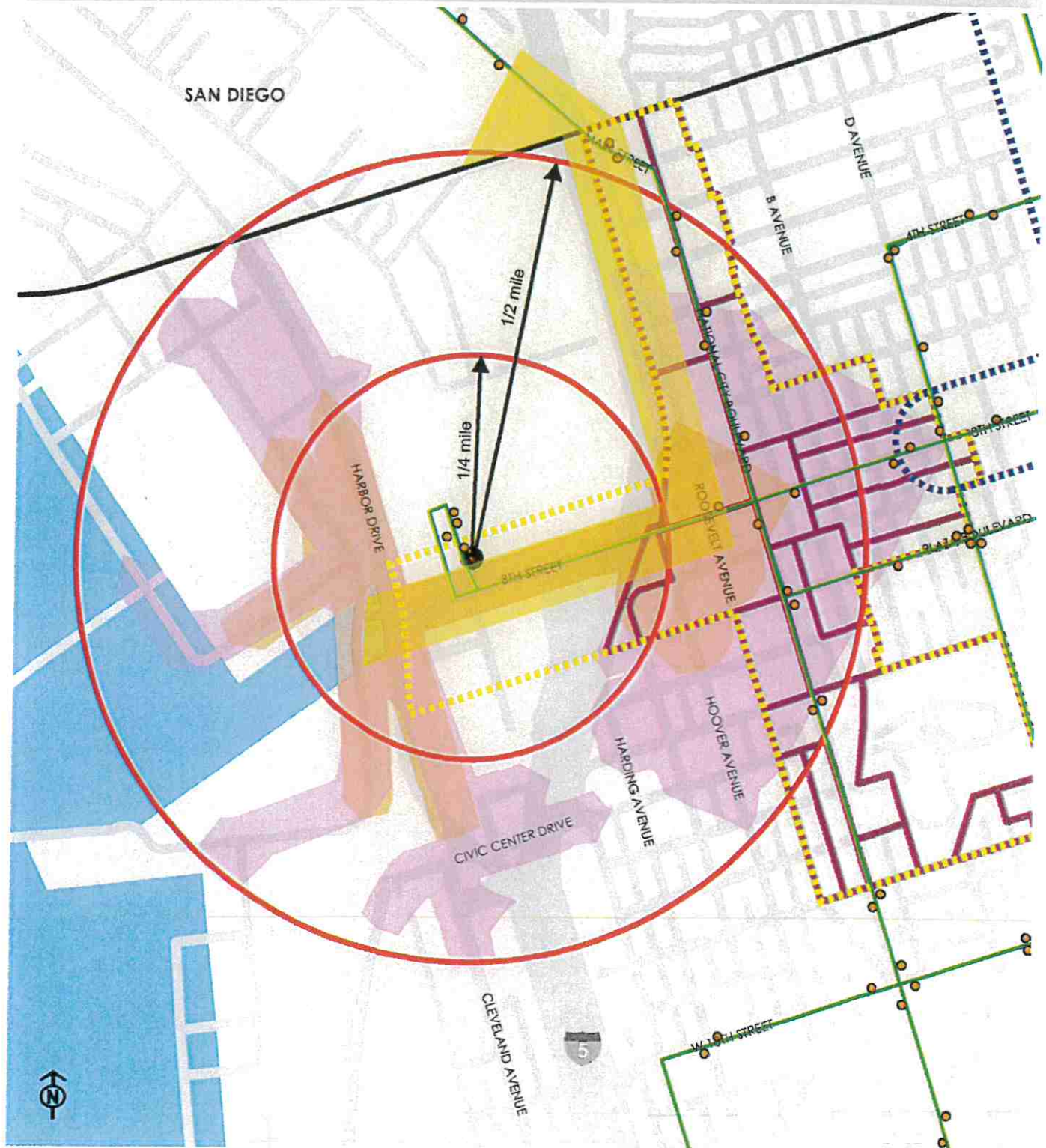
EXPLANATION

In July 2018, staff submitted a Cycle 4 Active Transportation Program (ATP) grant application to the California Department of Transportation (Caltrans) for the 8th Street and Roosevelt Avenue Active Transportation Corridor Project. The project will enhance pedestrian and bicycle connections between Naval Base San Diego, the 8th Street Trolley Station and Downtown National City (see attached exhibits). Staff requested \$5,569,000 in Federal ATP funds. If awarded, the City would be required to provide a \$222,000 local match. \$200,000 is available through SB-1 funding allocations for National City, while \$22,000 is available through General Fund Capital Improvement Program appropriations for Transportation Improvements. The remaining \$1,200,000 match is available through a *TransNet* Smart Growth Incentive Program grant award.

~~The San Diego Association of Governments (SANDAG), as the MPO for the San Diego Region, will be conducting a competitive selection process for the Cycle 4 distribution of Federal ATP funds in the San Diego Region. SANDAG's selection process allows projects that are not selected for grant funding through the Statewide ATP competition to compete at the Regional level.~~

SANDAG may offer a funding exchange for projects selected through the Regional ATP competition, which would reduce the administrative burden to local jurisdictions associated with Federal ATP funding requirements. If a funding exchange is offered to the City of National City, the 8th Street and Roosevelt Avenue Active Transportation Corridor Project would be removed from the Regional ATP ranking and funded through the *TransNet* Active Transportation Grant Program (ATGP), which is administered by SANDAG. SANDAG requires a City Council Resolution for the project to be considered for a funding exchange.

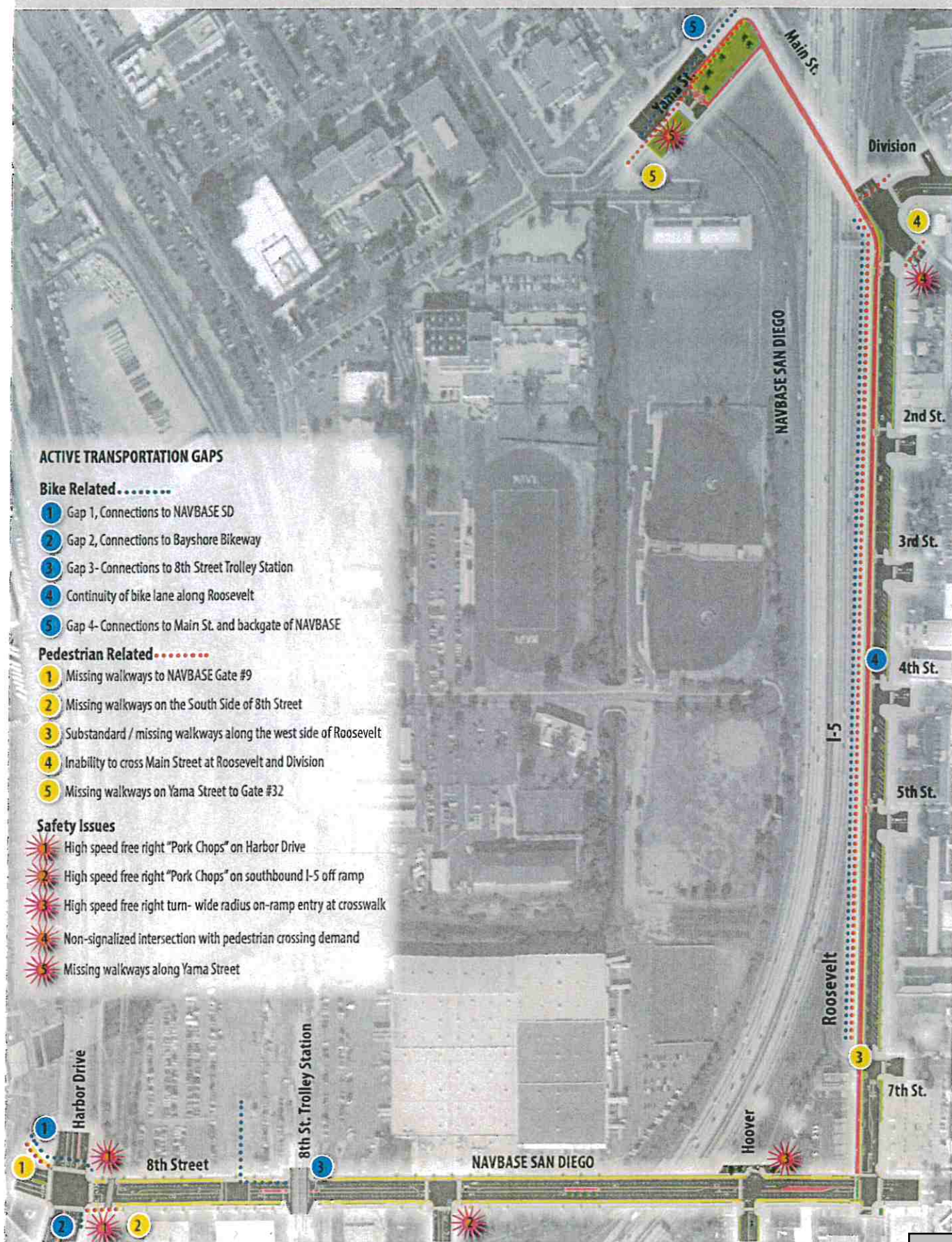




8th St LRT Walking Distance

- 8th St LRT Station
- Walk Time from LRT Station (10 minutes)
- Transit Stops
- Right of Way
- Walk Time from LRT Station (15 minutes)
- Bus Routes
- City Boundary
- Mixed Use Transit Corridor
- DSP Boundary
- Urban Center

Relationship with Existing Transit and Gap Closure to Transit



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City regarding an application for the Central Community Mobility Enhancements Project for the San Diego Association of Governments \(SANDAG\) Cycle 4 Regional Active Transportation Program. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City regarding an application for the Central Community Mobility Enhancements Project for the San Diego Association of Governments (SANDAG) Cycle 4 Regional Active Transportation Program.

PREPARED BY: Jose Lopez, P.E. Assistant Engineer – Civil

DEPARTMENT: Engineering and Public Works

PHONE: 619-336-4312

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

If grant funds are awarded, staff will return to City Council to establish appropriations

Local match of \$197,000 is available in CIP Account No. 001-409-500-598-6573 (Transportation Improvements) through FY 2019 City Council budget appropriations

ENVIRONMENTAL REVIEW:

CEQA Notice of Categorical Exemption for each project will be filed with County Recorder's Office prior to stating construction.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐ _____

STAFF RECOMMENDATION:

Adopt Resolution authorizing the City Manager to accept *TransNet* Active Transportation Grant Program funds through a funding exchange and execute a grant agreement with SANDAG for the Central Community Mobility Enhancements Project.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Resolution

EXPLANATION

In July 2018, staff submitted a Cycle 4 Active Transportation Program (ATP) grant application to the California Department of Transportation (Caltrans) for the Central Community Mobility Enhancements Project. The project will provide approximately 1.7 miles of bicycle facilities providing north-south connections through the Central, Olivewood and Las Palmas neighborhoods in National City (see attached exhibit). Staff requested \$1,286,000 in Federal ATP funds. If awarded, the City would be required to provide a \$197,000 local match, which is available through General Fund Capital Improvement Program appropriations for Transportation Improvements.

The San Diego Association of Governments (SANDAG), as the MPO for the San Diego Region, will be conducting a competitive selection process for the Cycle 4 distribution of Federal ATP funds in the San Diego Region. SANDAG's selection process allows projects that are not selected for grant funding through the Statewide ATP competition to compete at the Regional level.

SANDAG may offer a funding exchange for projects selected through the Regional ATP competition, which would reduce the administrative burden to local jurisdictions associated with Federal ATP funding requirements. If a funding exchange is offered to the City of National City, the Central Community Mobility Enhancements Project would be removed from the Regional ATP ranking and funded through the *TransNet* Active Transportation Grant Program (ATGP), which is administered by SANDAG. SANDAG requires a City Council Resolution for the project to be considered for a funding exchange.

Project Improvement Map



Central Community Mobility Enhancements

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City regarding an application for the Bayshore Bikeway - Segment 5 Project for the San Diego Association of Governments \(SANDAG\) Cycle 4 Regional Active Transportation Program. \(Engineering/Public Works\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City regarding an application for the Bayshore Bikeway - Segment 5 Project for the San Diego Association of Governments (SANDAG) Cycle 4 Regional Active Transportation Program.

PREPARED BY: Jose Lopez, P.E. Assistant Engineer – Civil

DEPARTMENT: Engineering and Public Works

PHONE: 619-336-4312

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

If grant funds are awarded, staff will return to City Council to establish appropriations

Local match of \$70,000 is available in CIP Account No. 001-409-500-598-6573 (Transportation Improvements) through FY 2019 City Council budget appropriations

Remaining \$900,000 match is available in the San Diego Unified Port District's Maritime Industrial Impact Fund through prior commitments by the Board of Port Commissioners

ENVIRONMENTAL REVIEW:

CEQA Notice of Categorical Exemption will be filed with County Recorder's Office prior to stating construction.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing the City Manager to accept *TransNet* Active Transportation Grant Program funds through a funding exchange and execute a grant agreement with SANDAG for the Bayshore Bikeway - Segment 5 Project.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/ Attachments
2. Resolution

EXPLANATION

In July 2018, staff submitted a Cycle 4 Active Transportation Program (ATP) grant application to the California Department of Transportation (Caltrans) for the Bayshore Bikeway – Segment 5 Project. The project will provide nearly 1.5 miles of protected bicycle facilities along McKinley Avenue and Marina Way in the City of National City (see attached exhibit). Staff requested \$5,421,000 in Federal ATP funds. If awarded, the City would be required to provide a \$70,000 local match, which is available through General Fund Capital Improvement Program appropriations for Transportation Improvements. The remaining \$900,000 match is available in the San Diego Unified Port District's Maritime Industrial Impact Fund through prior commitments by the Board of Port Commissioners (see attached Board Resolution).

The San Diego Association of Governments (SANDAG), as the MPO for the San Diego Region, will be conducting a competitive selection process for the Cycle 4 distribution of Federal ATP funds in the San Diego Region. SANDAG's selection process allows projects that are not selected for grant funding through the Statewide ATP competition to compete at the Regional level.

SANDAG may offer a funding exchange for projects selected through the Regional ATP competition, which would reduce the administrative burden to local jurisdictions associated with Federal ATP funding requirements. If a funding exchange is offered to the City of National City, the Bayshore Bikeway – Segment 5 Project would be removed from the Regional ATP ranking and funded through the *TransNet* Active Transportation Grant Program (ATGP), which is administered by SANDAG. SANDAG requires a City Council Resolution for the project to be considered for a funding exchange.

RESOLUTION 2018-133

RESOLUTION SELECTING THE NATIONAL CITY BAYSHORE BIKEWAY PROJECT FOR \$900,000 FROM THE MARITIME INDUSTRIAL IMPACT FUND IN ACCORDANCE WITH BOARD OF PORT COMMISSIONERS POLICY NO. 773, TO FUND A PORTION OF THE PROJECT, CONTINGENT ON: NATIONAL CITY BEING AWARDED A CALIFORNIA DEPARTMENT OF TRANSPORTATION ACTIVE TRANSPORTATION GRANT; NATIONAL CITY ENTERING INTO AN AGREEMENT WITH THE DISTRICT TO RECEIVE MATCH FUNDS; AND EXPIRATION OF 60 DAY NOTICE PERIOD TO THE CALIFORNIA STATE LANDS COMMISSION UNDER PORT ACT SECTION 30.5, INTENT TO SPEND MONEY OFF TIDELANDS, WITHOUT OBJECTION

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the Legislature in 1962 pursuant to Harbors and Navigation Code Appendix I (Port Act); and

WHEREAS, Section 30.5 of the Port Act sets forth the criteria for the District's powers to undertake activities off tidelands; and

WHEREAS, the Board of Port Commissioners (BPC) adopted BPC Policy No. 773 to establish a Maritime Industrial Impact Fund (MIIF) and a selection process for projects to offset the adverse impacts of the presence of maritime industry terminals; and

WHEREAS, National City has submitted a request to use MIIF funds to fund a portion of the San Diego Association of Government's Bayshore Bikeway Project located in the City of National City; and

WHEREAS, National City has requested \$900,000 in MIIF funds to be used as a portion of the match funding for a California Department of Transportation (CALTRANS) Active Transportation Grant application, to be submitted by National City by July 31, 2018; and

WHEREAS, demonstration of match fund availability will significantly increase the competitiveness of the application; and

WHEREAS, the proposed CALTRANS Active Transportation Grant seeks to mitigate those impacts by providing bicycle and walking transportation options to nearby communities; and

WHEREAS, the District is a longstanding supporter of active transportation projects, including the Bayshore Bikeway Project; and

WHEREAS, when completed, the Bayshore Bikeway Project will serve as a connector that links the District's five member cities; and

WHEREAS, a major part of the District's mission is to provide access to the waterfront; and

WHEREAS, the Bayshore Bikeway Project will promote bicycling and public transportation as a safe and viable travel choice that reduces greenhouse gas emissions and promotes a healthy and active lifestyle; and

WHEREAS, District staff has reviewed the proposed grant match requested by National City and the proposed project satisfies the evaluation criteria set forth for use of the MIIF in accordance with BPC Policy No. 773; and

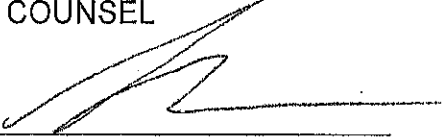
WHEREAS, the Bayshore Bikeway Project is qualified to receive funding and also contingent upon successful grant award of a CALTRANS Active Transportation Grant; and

WHEREAS, District funds will be committed contingent on: National City's successful grant award; execution of an agreement between National City and the District to receive match funds; CEQA review being conducted for the project; and expiration of the 60 day notice period to the State Lands Commission under Port Act Section 30.5, Intent to Spend Money Off Tidelands, without objection.

NOW, THEREFORE, BE IT RESOLVED by the Board of Port Commissioners of the San Diego Unified Port District (District), as follows:

Adopt a Resolution selecting National City's Bayshore Bikeway Project for \$900,000 in Maritime Industrial Impact Funding in accordance with the San Diego Unified Port District's Board of Port Commissioners Policy No. 773, and contingent on: National City being awarded a California Department of Transportation Active Transportation Grant; National City's execution of an agreement with the District to receive match funds; and expiration of a 60 day notice period to the California State Lands Commission pursuant to Port Act Section 30.5, Intent to Spend Money Off Tidelands, without objection.

APPROVED AS TO FORM AND LEGALITY:
GENERAL COUNSEL


By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the
San Diego Unified Port District, this 17th day of July 2018, by the following vote:

AYES: Castellanos, Malcolm, Merrifield, Moore, Valderrama, and Zucchet

NAYS: None.

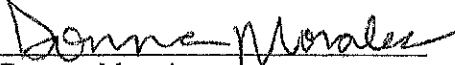
EXCUSED: Bonelli

ABSENT: None.

ABSTAIN: None.


Rafael Castellanos, Chairman
Board of Port Commissioners

ATTEST:


Donna Morales
District Clerk

(Seal)

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City regarding an application for the National City Bike Wayfinding Project for the San Diego Association of Governments \(SANDAG\) Cycle 4 Regional Active Transportation Program. \(Engineering/Public Works\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City regarding an application for the National City Bike Wayfinding Project for the San Diego Association of Governments (SANDAG) Cycle 4 Regional Active Transportation Program.

PREPARED BY: Jose Lopez, P.E. Assistant Engineer – Civil

PHONE: 619-336-4312

DEPARTMENT: Engineering and Public Works

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

If grant funds are awarded, staff will return to City Council to establish appropriations.

Matching funds are not proposed for this project.

ENVIRONMENTAL REVIEW:

CEQA Notice of Categorical Exemption for each project will be filed with County Recorder's Office prior to stating construction.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing the City Manager to accept *TransNet* Active Transportation Grant Program funds through a funding exchange and execute a grant agreement with SANDAG for the National City Bike Wayfinding Project.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/ Exhibits
2. Resolution

EXPLANATION

In July 2018, staff submitted a Cycle 4 Active Transportation Program (ATP) grant application to the California Department of Transportation (Caltrans) for the National City Bike Wayfinding Project. The project will install more than 100 signs at decision points along bicycle corridors throughout the City. The wayfinding signs will direct bicyclists to key destinations such as schools, transit stations, community centers, and parks (see attached exhibits). Staff requested \$942,000 in Federal ATP funds. A local match is not proposed for this project.

The San Diego Association of Governments (SANDAG), as the MPO for the San Diego Region, will be conducting a competitive selection process for the Cycle 4 distribution of Federal ATP funds in the San Diego Region. SANDAG's selection process allows projects that are not selected for grant funding through the Statewide ATP competition to compete at the Regional level.

SANDAG may offer a funding exchange for projects selected through the Regional ATP competition, which would reduce the administrative burden to local jurisdictions associated with Federal ATP funding requirements. If a funding exchange is offered to the City of National City, the National City Bike Wayfinding Project would be removed from the Regional ATP ranking and funded through the *TransNet* Active Transportation Grant Program (ATGP), which is administered by SANDAG. SANDAG requires a City Council Resolution for the project to be considered for a funding exchange.

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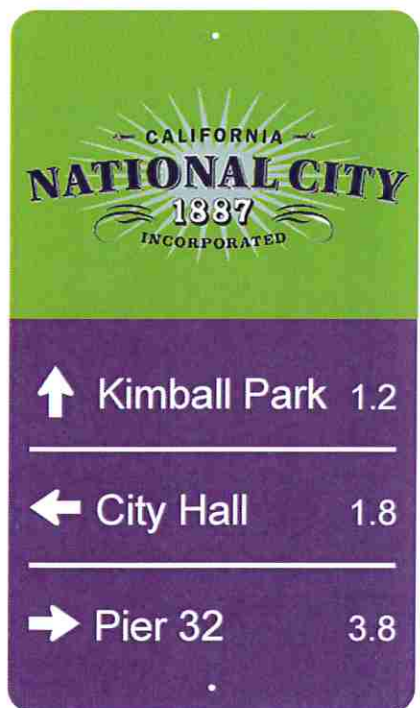


JULY 2018

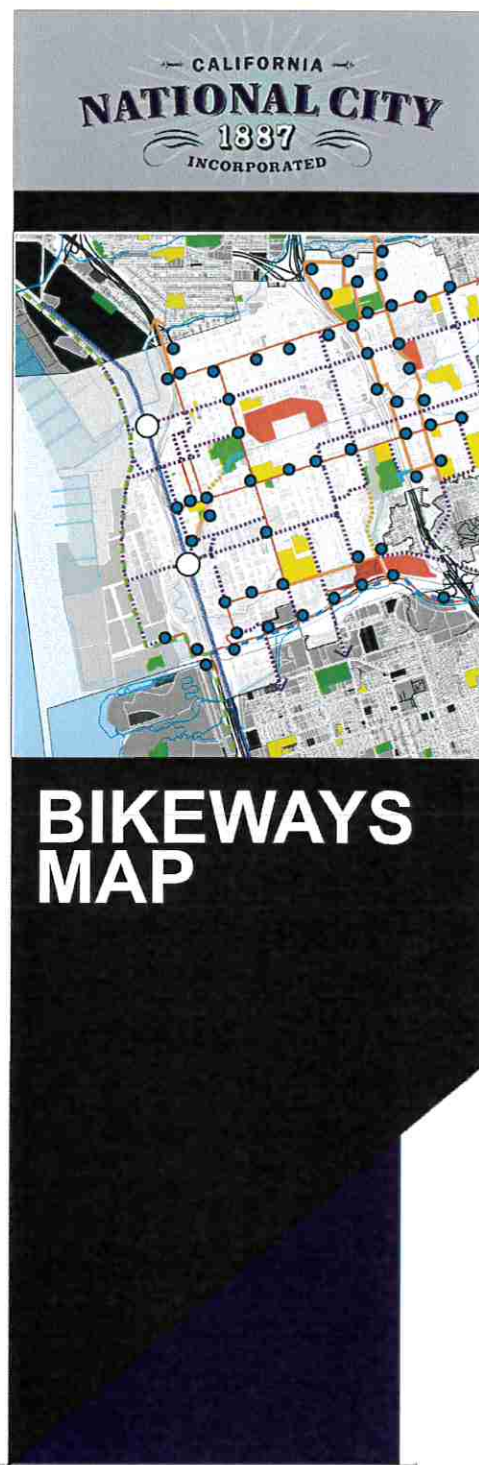
PROPOSED BIKEWAY SIGNAGE



GO by BIKE REGIONAL SIGNAGE



PROPOSED CITY BIKEWAY SIGNAGE



PROPOSED ORIENTATION KIOSK

NATIONAL CITY BIKE WAYFINDING PLAN

PEDESTRIAN AND BICYCLE CONNECTIVITY

JULY 2018

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City regarding an application for the Highland Avenue Inter-City Bike Connections Project for the San Diego Association of Governments \(SANDAG\) Cycle 4 Regional Active Transportation Program. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City regarding an application for the Highland Avenue Inter-City Bike Connections Project for the San Diego Association of Governments (SANDAG) Cycle 4 Regional Active Transportation Program.

PREPARED BY: Jose Lopez, P.E. Assistant Engineer – Civil

DEPARTMENT: Engineering and Public Works

PHONE: 619-336-4312

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

If grant funds are awarded, staff will return to City Council to establish appropriations.

Matching funds are not proposed for this project.

ENVIRONMENTAL REVIEW:

CEQA Notice of Categorical Exemption for each project will be filed with County Recorder's Office prior to stating construction.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing the City Manager to accept *TransNet* Active Transportation Grant Program funds through a funding exchange and execute a grant agreement with SANDAG for the Highland Avenue Inter-City Bike Connections Project.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

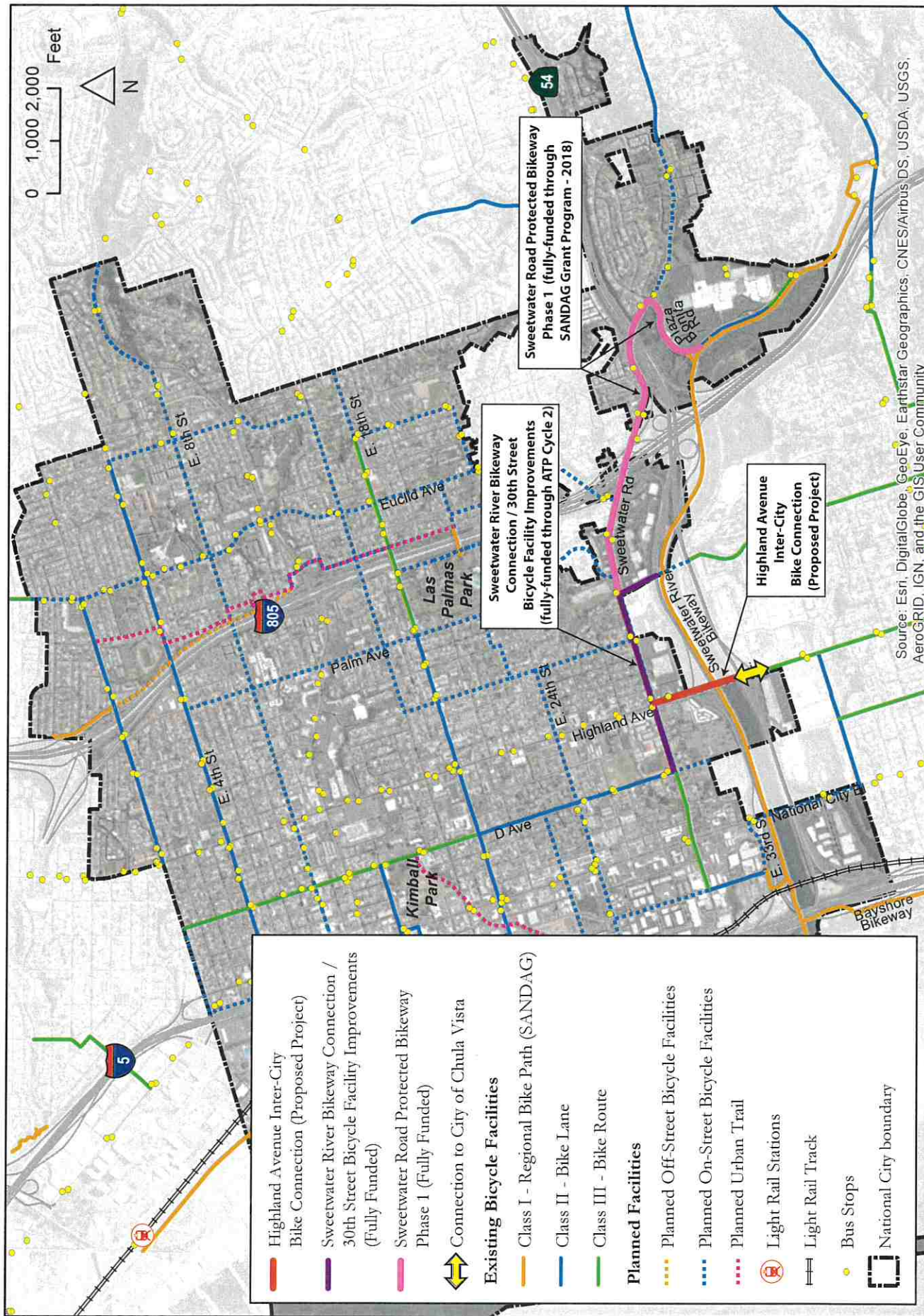
1. Explanation w/ Exhibit
2. Resolution

EXPLANATION

In July 2018, staff submitted a Cycle 4 Active Transportation Program (ATP) grant application to the California Department of Transportation (Caltrans) for the Highland Avenue Inter-City Bike Connections Project. The project will construct nearly 0.4 miles of enhanced (buffered) Class II bicycle facilities along Highland Avenue from 30th Street to the southern City limits (see attached exhibit). Staff requested \$1,215,000 in Federal ATP funds. A local match is not proposed for this project.

The San Diego Association of Governments (SANDAG), as the MPO for the San Diego Region, will be conducting a competitive selection process for the Cycle 4 distribution of Federal ATP funds in the San Diego Region. SANDAG's selection process allows projects that are not selected for grant funding through the Statewide ATP competition to compete at the Regional level.

SANDAG may offer a funding exchange for projects selected through the Regional ATP competition, which would reduce the administrative burden to local jurisdictions associated with Federal ATP funding requirements. If a funding exchange is offered to the City of National City, the Highland Avenue Inter-City Bike Connections Project would be removed from the Regional ATP ranking and funded through the *TransNet* Active Transportation Grant Program (ATGP), which is administered by SANDAG. SANDAG requires a City Council Resolution for the project to be considered for a funding exchange.



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City regarding an application for the Paradise Creek Multi-Use Path Project for the San Diego Association of Governments \(SANDAG\) Cycle 4 Regional Active Transportation Program. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: November 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City regarding an application for the Paradise Creek Multi-Use Path Project for the San Diego Association of Governments (SANDAG) Cycle 4 Regional Active Transportation Program.

PREPARED BY: Jose Lopez, P.E. Assistant Engineer – Civil

DEPARTMENT: Engineering and Public Works

PHONE: 619-336-4312

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

If grant funds are awarded, staff will return to City Council to establish appropriations.
Matching funds are not proposed for this project.

ENVIRONMENTAL REVIEW:

CEQA Notice of Categorical Exemption for each project will be filed with County Recorder's Office prior to stating construction.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing the City Manager to accept *TransNet* Active Transportation Grant Program funds through a funding exchange and execute a grant agreement with SANDAG for the Paradise Creek Multi-Use Path Project.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Resolution

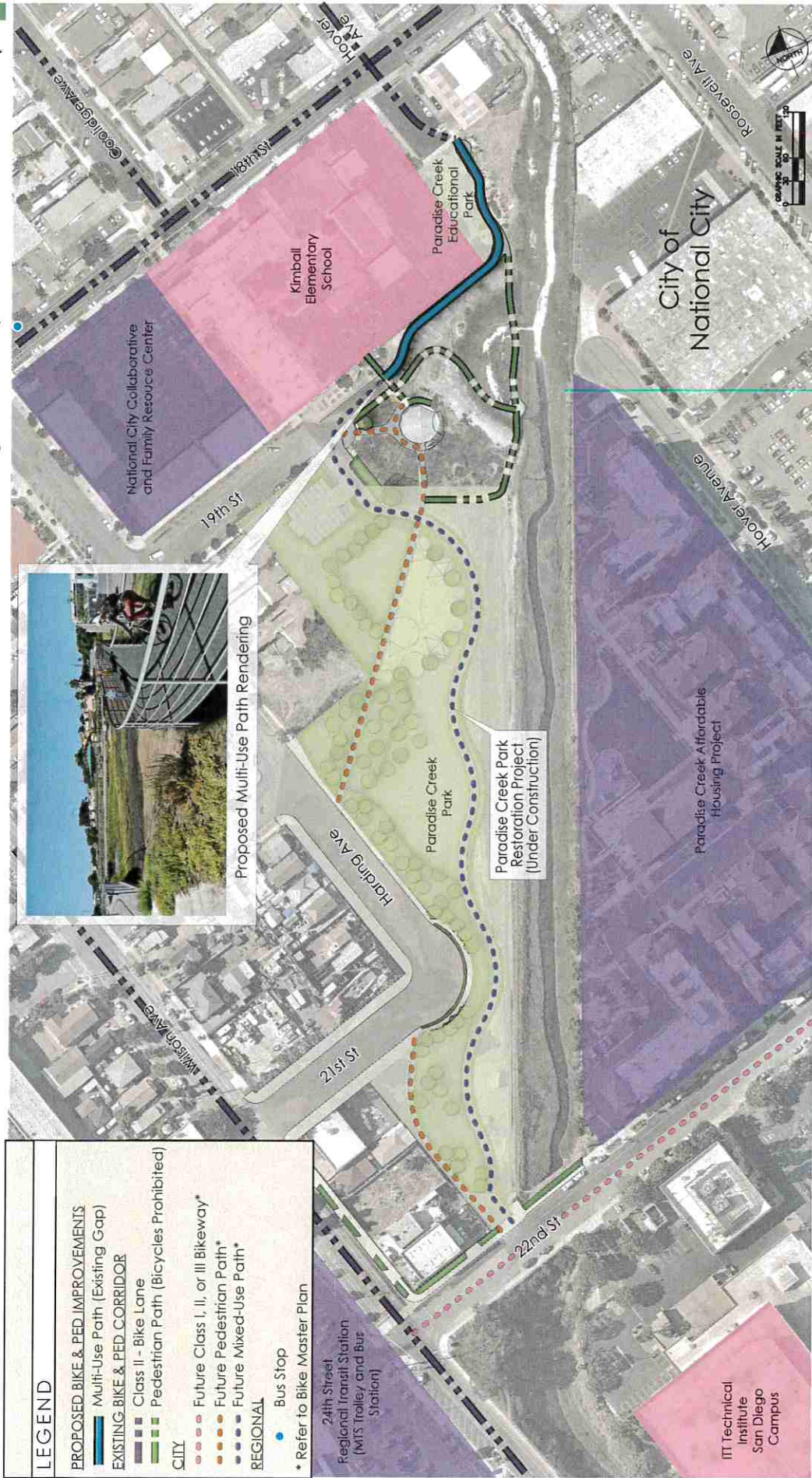
EXPLANATION

In July 2018, staff submitted a Cycle 4 Active Transportation Program (ATP) grant application to the California Department of Transportation (Caltrans) for the Paradise Creek Multi-Use Path Project. The project will construct an elevated Class I Bike Path through the salt marsh closing a gap in the bicycle network through Paradise Creek Park (see attached exhibit). Staff requested \$1,488,000 in Federal ATP funds. A local match is not proposed for this project.

The San Diego Association of Governments (SANDAG), as the MPO for the San Diego Region, will be conducting a competitive selection process for the Cycle 4 distribution of Federal ATP funds in the San Diego Region. SANDAG's selection process allows projects that are not selected for grant funding through the Statewide ATP competition to compete at the Regional level.

SANDAG may offer a funding exchange for projects selected through the Regional ATP competition, which would reduce the administrative burden to local jurisdictions associated with Federal ATP funding requirements. If a funding exchange is offered to the City of National City, the Paradise Creek Multi-Use Path Project would be removed from the Regional ATP ranking and funded through the *TransNet* Active Transportation Grant Program (ATGP), which is administered by SANDAG. SANDAG requires a City Council Resolution for the project to be considered for a funding exchange.

Project Improvement Map



Paradise Creek Multi-Use Path

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City regarding an application for the Sweetwater Road Protected Bikeway - Phase 2 Project for the San Diego Association of Governments \(SANDAG\) Cycle 4 Regional Active Transportation Program. \(Engineering/Public Work\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City regarding an application for the Sweetwater Road Protected Bikeway - Phase 2 Project for the San Diego Association of Governments (SANDAG) Cycle 4 Regional Active Transportation Program.

PREPARED BY: Jose Lopez, P.E. Assistant Engineer – Civil

DEPARTMENT: Engineering and Public Works

PHONE: 619-336-4312

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

If grant funds are awarded, staff will return to City Council to establish appropriations.

Matching funds are not proposed for this project.

ENVIRONMENTAL REVIEW:

CEQA Notice of Categorical Exemption for each project will be filed with County Recorder's Office prior to stating construction.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing the City Manager to accept *TransNet* Active Transportation Grant Program funds through a funding exchange and execute a grant agreement with SANDAG for the Sweetwater Road Protected Bikeway - Phase 2 Project.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

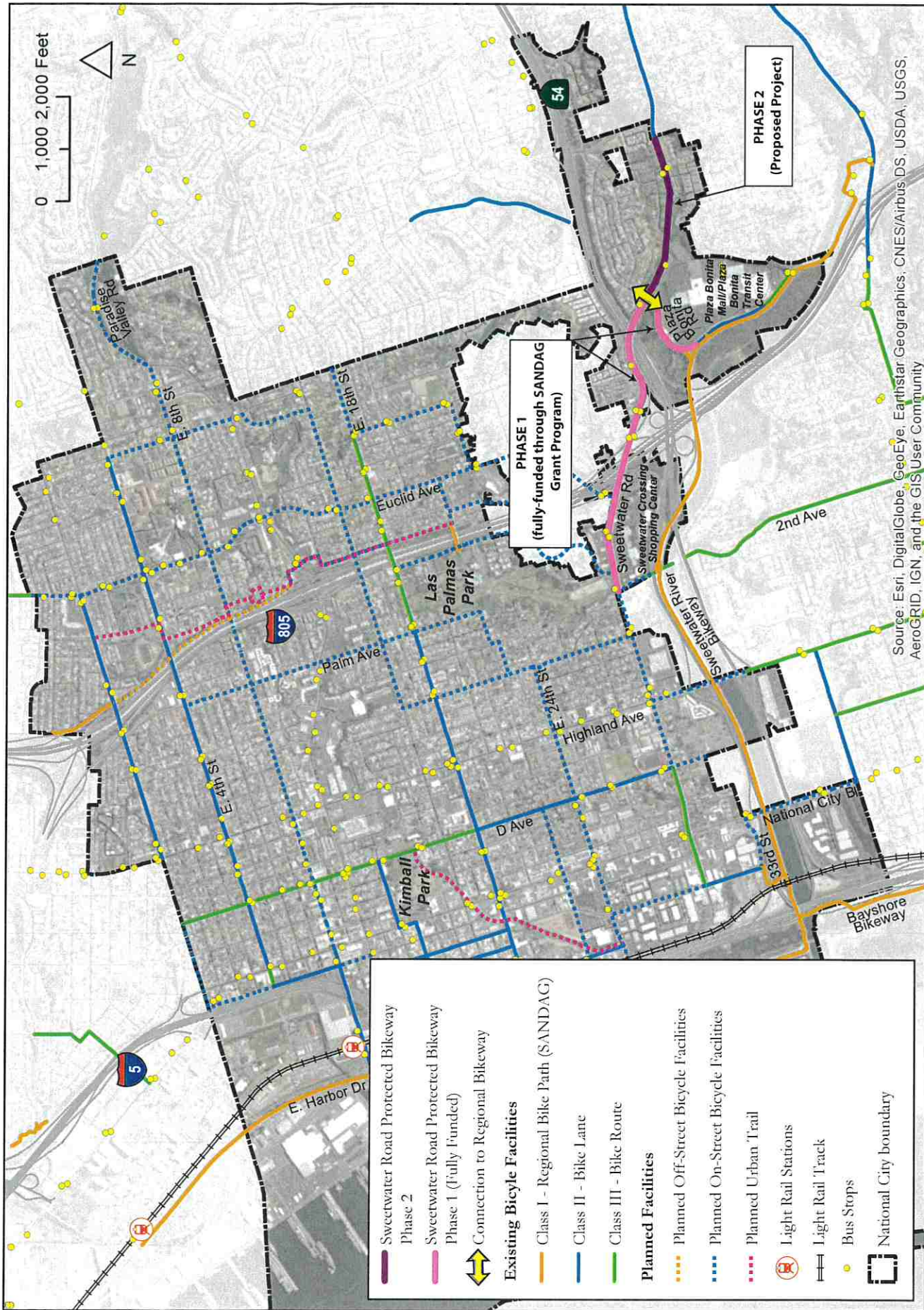
1. Explanation w/ Exhibit
2. Resolution

EXPLANATION

In July 2018, staff submitted a Cycle 4 Active Transportation Program (ATP) grant application to the California Department of Transportation (Caltrans) for the Sweetwater Road Protected Bikeway - Phase 2 Project. The project will construct nearly 0.7 miles of protected bikeway along Sweetwater Road from Plaza Bonita Road to Plaza Bonita Center Way (see attached exhibit). Staff requested \$1,487,000 in Federal ATP funds. A local match is not proposed for this project.

The San Diego Association of Governments (SANDAG), as the MPO for the San Diego Region, will be conducting a competitive selection process for the Cycle 4 distribution of Federal ATP funds in the San Diego Region. SANDAG's selection process allows projects that are not selected for grant funding through the Statewide ATP competition to compete at the Regional level.

SANDAG may offer a funding exchange for projects selected through the Regional ATP competition, which would reduce the administrative burden to local jurisdictions associated with Federal ATP funding requirements. If a funding exchange is offered to the City of National City, the Sweetwater Road Protected Bikeway - Phase 2 Project would be removed from the Regional ATP ranking and funded through the TransNet Active Transportation Grant Program (ATGP), which is administered by SANDAG. SANDAG requires a City Council Resolution for the project to be considered for a funding exchange.



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of red curb “No Parking” at the intersection of Sweetwater Road and Via Romaya in order to improve visibility at the intersection. \(TSC No. 2018-27\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of red curb "No Parking" at the intersection of Sweetwater Road and Via Romaya in order to improve visibility at the intersection. (TSC No. 2018-27).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY:

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing the installation of red curb "No Parking" at the intersection of Sweetwater Road and Via Romaya.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on October 10, 2018, the Traffic Safety Committee approved staff's recommendation to install red curb "No Parking" at the intersection of Sweetwater Road and Via Romaya.

ATTACHMENTS:

1. Explanation w/Exhibit
2. Staff Report to the Traffic Safety Committee on October 10, 2018 (TSC No. 2018-27)
3. Resolution

EXPLANATION

Ms. Laura Nordin, president of the HOA (Home Owners Association) from a nearby private residential community and area resident, has requested the installation of red curb "No Parking" at the intersection of Sweetwater Road and Via Romaya to improve visibility and enhance safety for the vehicles exiting from Via Romaya onto Sweetwater Road. Ms. Nordin stated that since Bonita Seventh-day Adventist Church is located nearby, all of the available on-street parking is heavily impacted during mass hours, and that it becomes difficult for vehicles to exit Via Romaya onto Sweetwater Road.

Staff performed a site evaluation. Sweetwater Road and Via Romaya are currently 2-lanes wide and both streets have available parking on both sides of the street. The intersection between the two streets is currently stop controlled for southbound traffic on Via Romaya. The posted speed limit on Sweetwater Road is 40 mph. Staff confirmed that there is not red curb on the north side of Sweetwater Road, east of Via Romaya. There is 20 feet of existing red curb "No Parking" on the north side of Sweetwater Road, west of Via Romaya, due to an existing fire hydrant. Staff confirmed that when vehicles park too close to the northeast corner on Sweetwater Road, the visibility for the vehicles that are exiting Via Romaya onto Sweetwater Road is obstructed.

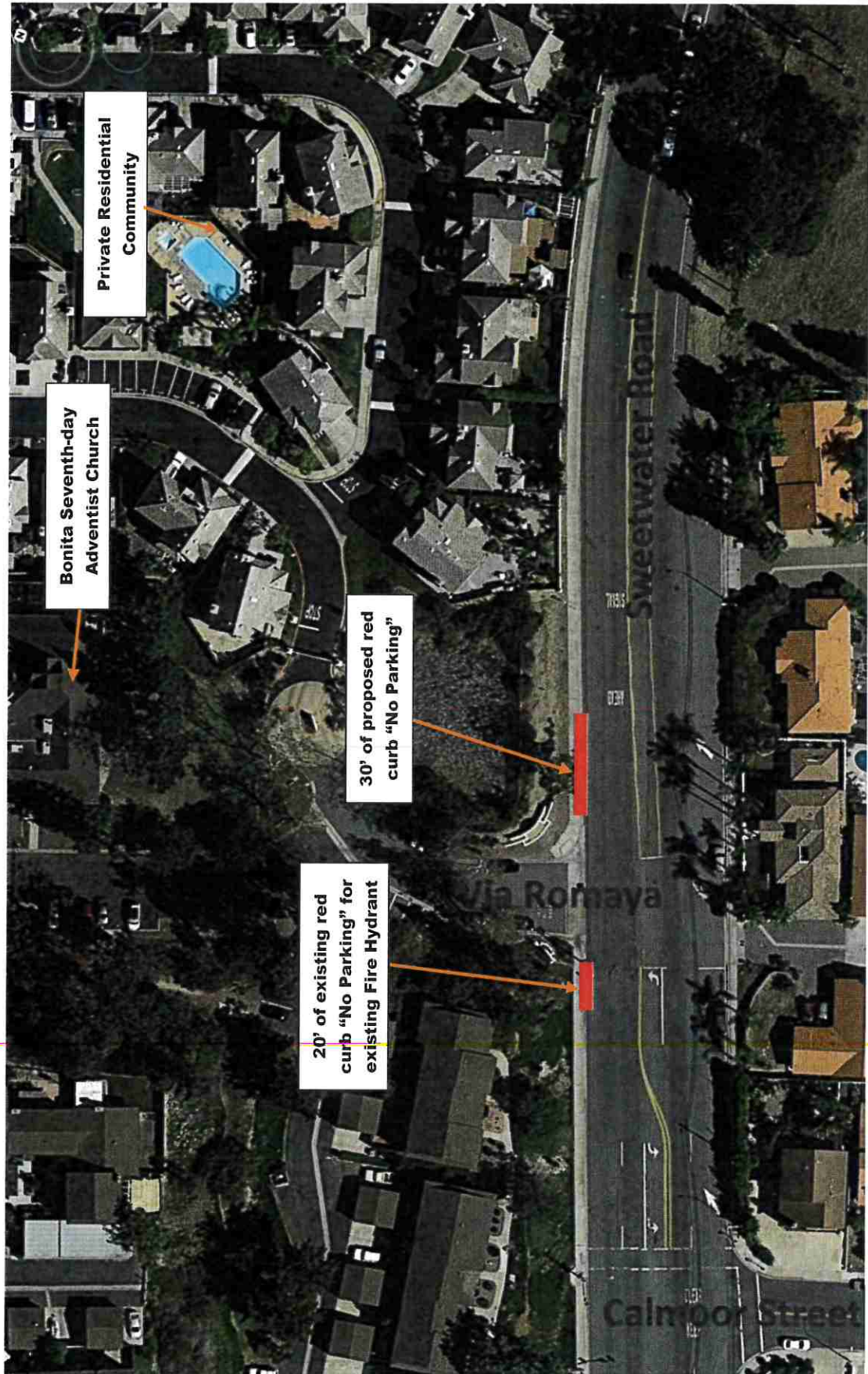
This item was presented to the Traffic Safety Committee on October 10, 2018. No one was present to speak in support of the installation of red curb on the north side of Sweetwater Road, east of Via Romaya.

Staff presented the results of the site evaluation and after discussion, the Traffic Safety Committee voted to approve staff's recommendation for the installation of 30 feet of red curb "No Parking" on the north side of Sweetwater Road, east of Via Romaya, in order to improve visibility at the intersection. The amount of red curb proposed to be installed on Sweetwater Road is summarized as follows:

1. Install 30 feet of red curb "No Parking" on the north side of Sweetwater Road, east of Via Romaya. This will result in the loss of one (1) on-street parking space.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2018-27)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR OCTOBER 10, 2018**

ITEM NO. 2018-27

ITEM TITLE: REQUEST TO INSTALL RED CURB "NO PARKING" AT THE INTERSECTION OF SWEETWATER ROAD AND VIA ROMAYA IN ORDER TO IMPROVE VISIBILITY AT THE INTERSECTION

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil
Engineering & Public Works Department

DISCUSSION:

Ms. Laura Nordin, president of the HOA (Home Owners Association) from a nearby private residential community and area resident, has requested the installation of red curb "No Parking" at the intersection of Sweetwater Road and Via Romaya to improve visibility and enhance safety for the vehicles exiting from Via Romaya onto Sweetwater Road. Ms. Nordin stated that since Bonita Seventh-day Adventist Church is located nearby, all of the available on-street parking is heavily impacted during mass hours, and that it becomes difficult for vehicles to exit Via Romaya onto Sweetwater Road.

Staff performed a site evaluation. Sweetwater Road and Via Romaya are currently 2-lanes wide and both streets have available parking on both sides of the street. The intersection between the two streets is currently stop controlled for southbound traffic on Via Romaya. The posted speed limit on Sweetwater Road is 40 mph. Staff confirmed that there is not red curb on the north side of Sweetwater Road, east of Via Romaya. There is 20 feet of existing red curb "No Parking" on the north side of Sweetwater Road, west of Via Romaya, due to an existing fire hydrant. Staff confirmed that when vehicles park too close to the northeast corner on Sweetwater Road, the visibility for the vehicles that are exiting Via Romaya onto Sweetwater Road is obstructed.

Staff also reviewed the traffic collision history for this location, which confirmed there were three (3) "reported" traffic collision within the past four years.

STAFF RECOMMENDATION:

Based on evaluation of existing conditions, staff recommends installation of red curb "No Parking" at the intersection between Sweetwater Road and Via Romaya to improve visibility for vehicles exiting Via Romaya as follows:

1. Install 30 feet of red curb "No Parking" on the north side of Sweetwater Road, east of Via Romaya. This will result in the loss of one (1) on-street parking space.

EXHIBITS:

1. Public Request
2. Public Notice
3. Location Map
4. Photos
5. Traffic Collision History



PUBLIC REQUEST FORM

Contact Information

Name: Lora Nordin (please verify her contact information)
Address: Via Romaya
Phone: _____ Email: _____

Request Information

Location: _____
Request: Request to install a red curb "No Parking" on the north side of Sweetwater Road, east of Via Romaya to enhance visibility at the intersection.

Attachments: ☐ Yes ☐ No Description: _____

Internal Use Only:

Request Received By: L. Zappiello Date: July 25, 2018
Received via: ☐ Counter/In-Person ☒ Telephone ☐ Email ☐ Fax ☐ Referral: _____
Assigned To: L. Zappiello
Notes: _____



October 3, 2018

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2018-27

**REQUEST TO INSTALL RED CURB "NO PARKING" AT THE
INTERSECTION OF VIA ROMAYA AND SWEETWATER ROAD IN ORDER
TO IMPROVE VISIBILITY AT THE INTERSECTION**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, October 10, 2018, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliance. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2nd Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2018-27.

Sincerely,

Stephen Manganiello
City Engineer

SM:ch

Enclosure: Location Map

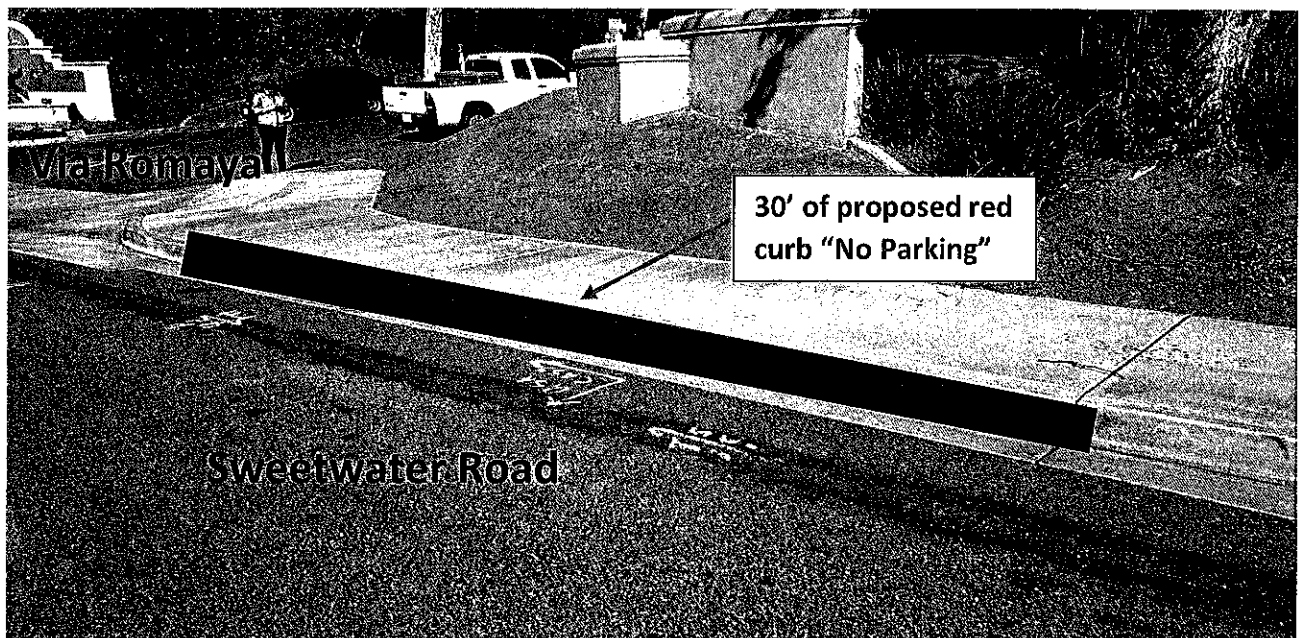
2018-27

Location Map with Recommended Enhancements (TSC Item: 2018-27)





Location of proposed red curb "No Parking" on the north side of Sweetwater Rd, east of Via Romaya (looking east)

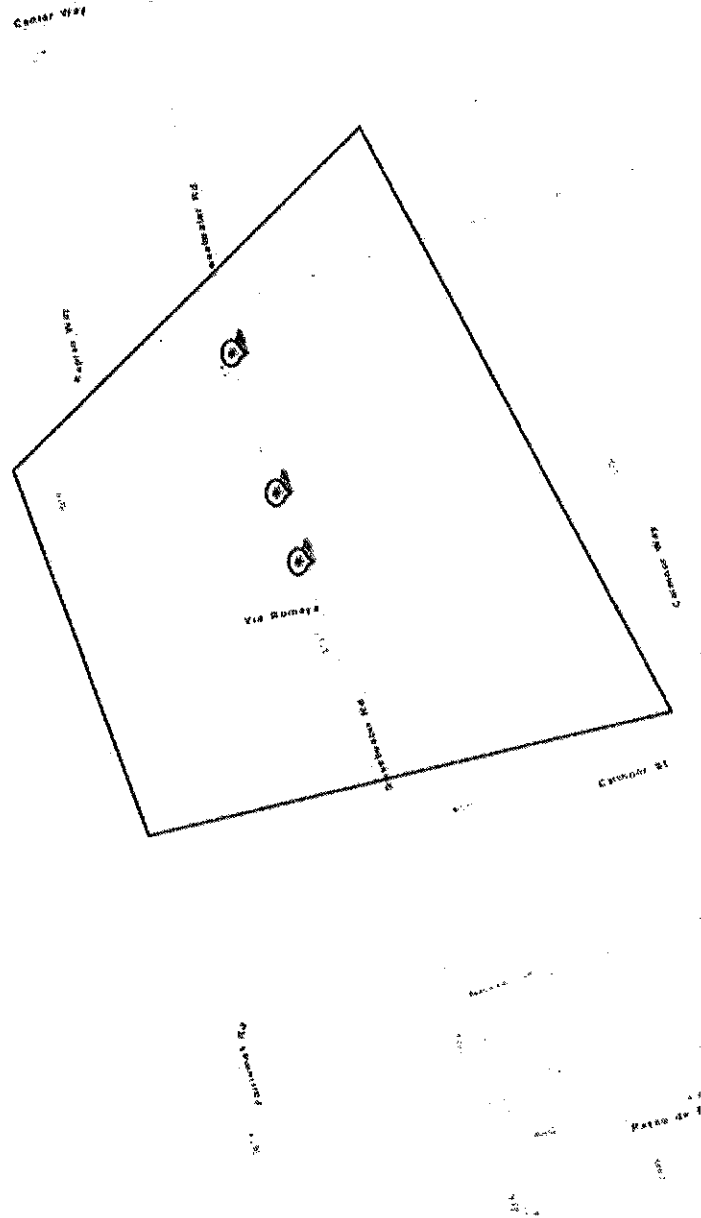


Location of proposed red curb "No Parking" on the north side of Sweetwater Rd, east of Via Romaya (looking north)

Traffic Collision History (NCPD Records Division)

From September 27, 2014 – September 27, 2018, there were 3 traffic collisions near the intersection of Sweetwater Rd. and Via Romaya.

AGENCY	ACTIVITY NUMBER	DATE ACTIVITY	VIOLATION CODE	VIOLATION DESCRIPTION	ADDRESS	INJURY FLAG	NUMBER INJURED	NUMBER KILLED	HIT & RUN FLAG	HIT & RUN LEVEL	PEDESTRIAN RELATED	CHARGE LEVEL
NATIONAL CITY	1604129	7/24/2016 21:58	VC 21950A	YIELD RIGHT OF WAY TO PEDESTRIANS	3500 SWEETWATER ROAD, NC, 91950	Y	1	0	N	N	Y	INFRACTION
NATIONAL CITY	1603980	7/18/2016 7:40	VC 21453A	RED OR STOP VEHICLES STOP AT LIMIT LINE	3700 SWEETWATER ROAD, NC, 91950	Y	1	0	N	N	N	INFRACTION
NATIONAL CITY	1704197	8/7/2017 16:01	VC 22107	TURNS UNSAFE TURN AND/OR NO TURN SIGNAL (I)	3400 SWEETWATER ROAD, NC, 91950	Y	1	0	N	N	N	INFRACTION



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of red curb “No Parking” at the intersection of E. 16th Street & Orange Street and the intersection of E. 16th Street & Prospect Street, in order to improve visibility at the intersection. \(TSC No. 2018-28\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of red curb "No Parking" at the intersection of E. 16th Street & Orange Street and the intersection of E. 16th Street & Prospect Street, in order to improve visibility at the intersection. (TSC No. 2018-28).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing the installation of red curb "No Parking" at the intersection of E. 16th Street & Orange Street and the intersection of E. 16th Street & Prospect Street.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on October 10, 2018, the Traffic Safety Committee approved staff's recommendation to install red curb "No Parking" at the intersection of E. 16th Street & Orange Street and the intersection of E. 16th Street & Prospect Street.

ATTACHMENTS:

1. Explanation w/Exhibit
2. Staff Report to the Traffic Safety Committee on August 8, 2018 (TSC No. 2018-28)
3. Resolution

EXPLANATION

An area resident has requested red curb "No Parking" at the intersection between E. 16th Street and Orange Street to improve visibility and enhance safety for the vehicles exiting from Orange Street onto E. 16th Street.

Staff performed a site evaluation. E. 16th Street and Orange Street are currently 2-lanes wide and both streets have available parking on both sides of the street. The intersection between the two streets is currently stop controlled for southbound and northbound traffic on Orange Street. The posted speed limit on E. 16th Street is 35 mph. Staff confirmed that there is existing red curb on the north side of E. 16th Street, east of Orange Street, and south side of E. 16th Street, east and west of Orange Street at the intersection. Staff confirmed that when vehicles park too close to the corner on E. 16th Street at the intersection, the visibility for the vehicles that are exiting Orange Street onto E. 16th Street is obstructed.

Staff also noticed that the adjacent intersection of E. 16th Street and Prospect Street does not have existing red curb "No Parking" on the south side of E. 16th Street, west of Prospect Street. This intersection is currently 2-lanes wide and both streets have available parking on both sides of the street. The intersection between the two streets is currently stop controlled for northbound traffic on Prospect Street. Staff confirmed that there is existing red curb "No Parking" on the south side of E. 16th Street, east of Prospect Street. Staff confirmed that when vehicles park too close to the corner on E. 16th Street at the intersection, the visibility for the vehicles exiting Prospect Street onto E. 16th Street is obstructed.

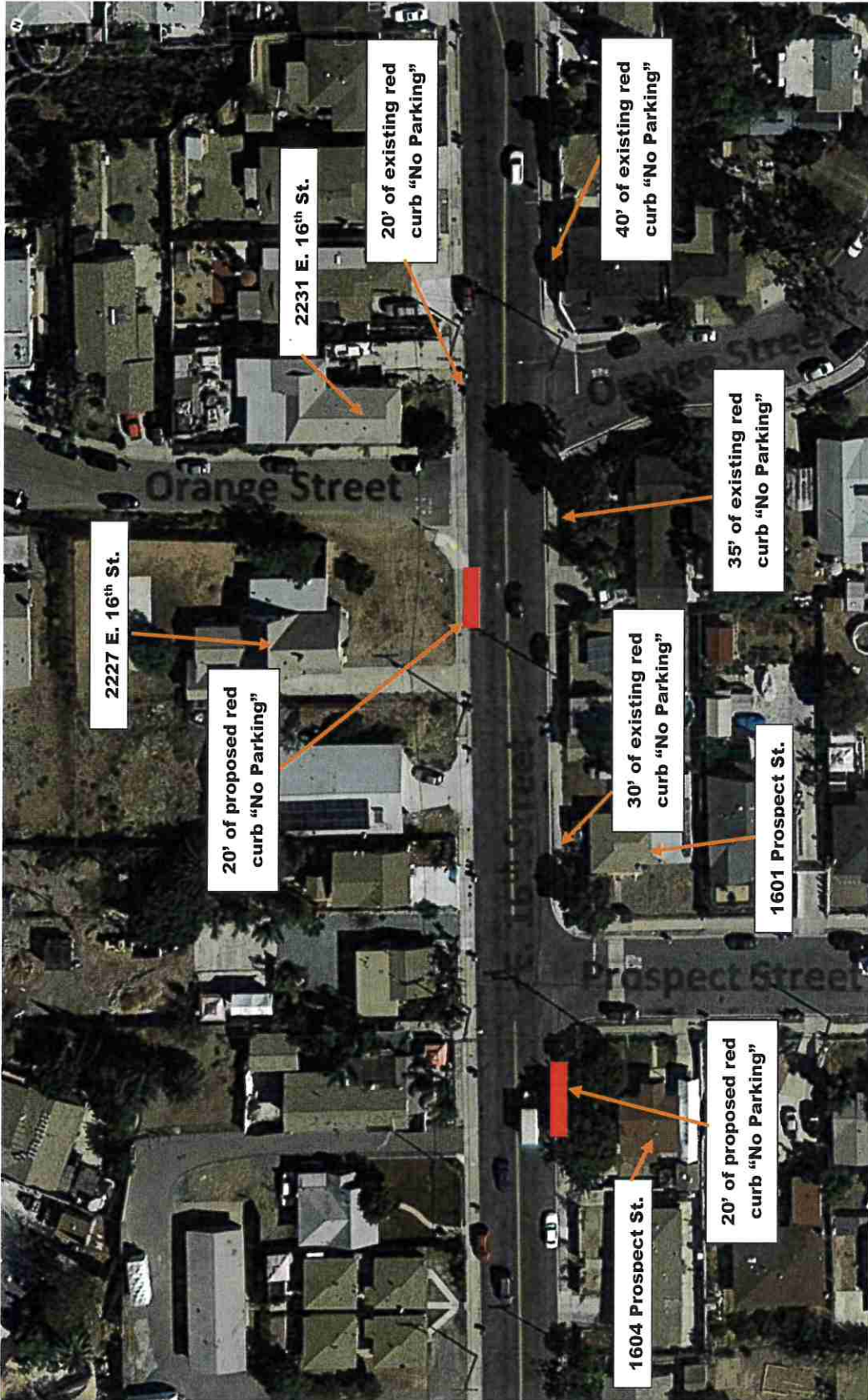
This item was presented to the Traffic Safety Committee on October 10, 2018. No one was present to speak in support of the installation of red curb for both intersections.

Staff presented the results of the site evaluation and after discussion, the Traffic Safety Committee voted to approve staff's recommendation for the installation of red curb "No Parking" at the intersection between E. 16th Street and Orange Street, and the intersection of E. 16th Street and Prospect Street, to improve visibility for vehicles exiting Orange Street and Prospect Street:

1. Install 20 feet of red curb "No Parking" on the north side of E. 16th Street, west of Orange Street. This will result in the loss of one (1) on-street parking space;
2. Install 20 feet of red curb "No Parking" on the south side of E. 16th Street, west of Prospect Street. This will result in the loss of one (1) on-street parking space;

If approved by City Council, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2018-28)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR OCTOBER 10, 2018**

ITEM NO. 2018-28

ITEM TITLE: REQUEST TO INSTALL RED CURB "NO PARKING" AT THE INTERSECTION OF E. 16TH STREET & ORANGE STREET AND THE INTERSECTION OF E. 16TH STREET & PROSPECT STREET IN ORDER TO IMPROVE VISIBILITY AT THE INTERSECTION

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil
Engineering & Public Works Department

DISCUSSION:

An area resident, has requested red curb "No Parking" at the intersection between E. 16th Street and Orange Street to improve visibility and enhance safety for the vehicles exiting from Orange Street onto E. 16th Street.

Staff performed a site evaluation. E. 16th Street and Orange Street are currently 2-lanes wide and both streets have available parking on both sides of the street. The intersection between the two streets is currently stop controlled for southbound and northbound traffic on Orange Street. The posted speed limit on E. 16th Street is 35 mph. Staff confirmed that there is existing red curb on the north side of E. 16th Street, east of Orange Street, and south side of E. 16th Street, east and west of Orange Street at the intersection. Staff confirmed that when vehicles park too close to the corner on E. 16th Street at the intersection, the visibility for the vehicles that are exiting Orange Street onto E. 16th Street is obstructed.

Staff also noticed that the adjacent intersection of E. 16th Street and Prospect Street does not have existing red curb "No Parking" on the south side of E. 16th Street, west of Prospect Street. This intersection is currently 2-lanes wide and both streets have available parking on both sides of the street. The intersection between the two streets is currently stop controlled for northbound traffic on Prospect Street. Staff confirmed that there is existing red curb "No Parking" on the south side of E. 16th Street, east of Prospect Street. Staff confirmed that when vehicles park too close to the corner on E. 16th Street at the intersection, the visibility for the vehicles exiting Prospect Street onto E. 16th Street is obstructed.

Staff also reviewed the traffic collision history for this location, which confirmed there was one (1) "reported" traffic collision within the past four years for the intersection of E. 16th Street and Orange Street, and one (1) "reported" traffic collision within the past four years for the intersection of E. 16th Street and Prospect Street.

STAFF RECOMMENDATION:

Based on evaluation of existing conditions, staff recommends installation of red curb "No Parking" at the intersection between E. 16th Street and Orange Street, and the intersection of E. 16th Street and Prospect Street, to improve visibility for vehicles exiting Orange Street and Prospect Street as follows:

1. Install 20 feet of red curb "No Parking" on the north side of E. 16th Street, west of Orange Street. This will result in the loss of one (1) on-street parking space;
2. Install 20 feet of red curb "No Parking" on the south side of E. 16th Street, west of Prospect Street. This will result in the loss of one (1) on-street parking space;

EXHIBITS:

1. Public Request
2. Public Notice
3. Location Map
4. Photos
5. Traffic Collision History

2018-28



ENG & PM DEPT.
0.00-6592.0 WZ15
CITY OF NATIONAL CITY

PUBLIC REQUEST FORM

Contact Information

Name:	Anonymous		
Address:			
Phone:		Email:	

Request Information

Location:	1515 Orange St.		
Request:	Request Red Curb		
Attachments:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Description:	seeclickfix ticket # 4533893

Internal Use Only:

Request Received By:	tirza	Date:	6/6/2018
Received via:	<input type="checkbox"/> Counter/In-Person <input type="checkbox"/> Telephone <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Referral:	seeclickfix	
Assigned To:	Luca Z.		
Notes:			

SEECCLICKFIX ID
4533893

PRIORITY
Normal

REQUEST TYPE
Traffic Related Issues or
Complaints

ADDRESS
1515 Orange Street National City, California

ASSIGNEE
Engineering

SLA EXPIRES

REPORTED
06/06/2018 - 06:55PM

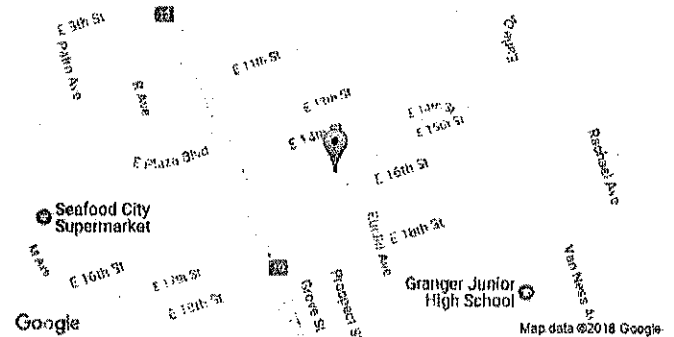
SECONDARY QUESTIONS

Please provide location.
1515 orange st

Please provide a brief description of issues/complaint.
Red curb needed

In case the City needs additional information to resolve this issue, please provide your preferred method of communication (email or phone number). This will be kept private.
Email

LOCATION



SUMMARY & DESCRIPTION

Need red curb cant see traffic

When turning from Orange st onto 16th street the sight of traffic is blocked with cars parked . There needs to be a red curb so it is safe to exit. Have seen accidents due to this . Van's are usually parked there three in a row .

Reported by: An anonymous SeeClickFix user
06/06/2018 - 06:55PM

MEDIA



TIMESTAMP INTERNAL COMMENT

06/06/2018 07:34PM Another person wants this fixed!

06/06/2018 10:48PM With the continued building of apartments onf street parking has become a real problem. Drivers must at times encroach into the street to see if they are clear to enter traffic. It is a real problem through out the city

06/07/2018 11:06AM Another person wants this fixed!

06/07/2018 01:37PM Yes Public Works assigned this issue to Engineering

06/11/2018 10:35AM Please call the Engineering & Public Works Department at (619) 336-4380 to provide your contact information such that our staff may contact you in the event additional information is needed to address your request and to provide updates on the status of your request. Thank you for using National City Connect.

COMMENTER

Neighbor#1

Gil Garcia

Keila

Public Works

Engineering



October 3, 2018

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2018-28

**REQUEST TO INSTALL RED CURB "NO PARKING" AT THE
INTERSECTION OF E. 16TH STREET & ORANGE STREET AND THE
INTERSECTION OF E. 16TH STREET & PROSPECT STREET IN ORDER
TO IMPROVE VISIBILITY AT THE INTERSECTIONS**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, October 10, 2018, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliance. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2nd Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2018-28.

Sincerely,

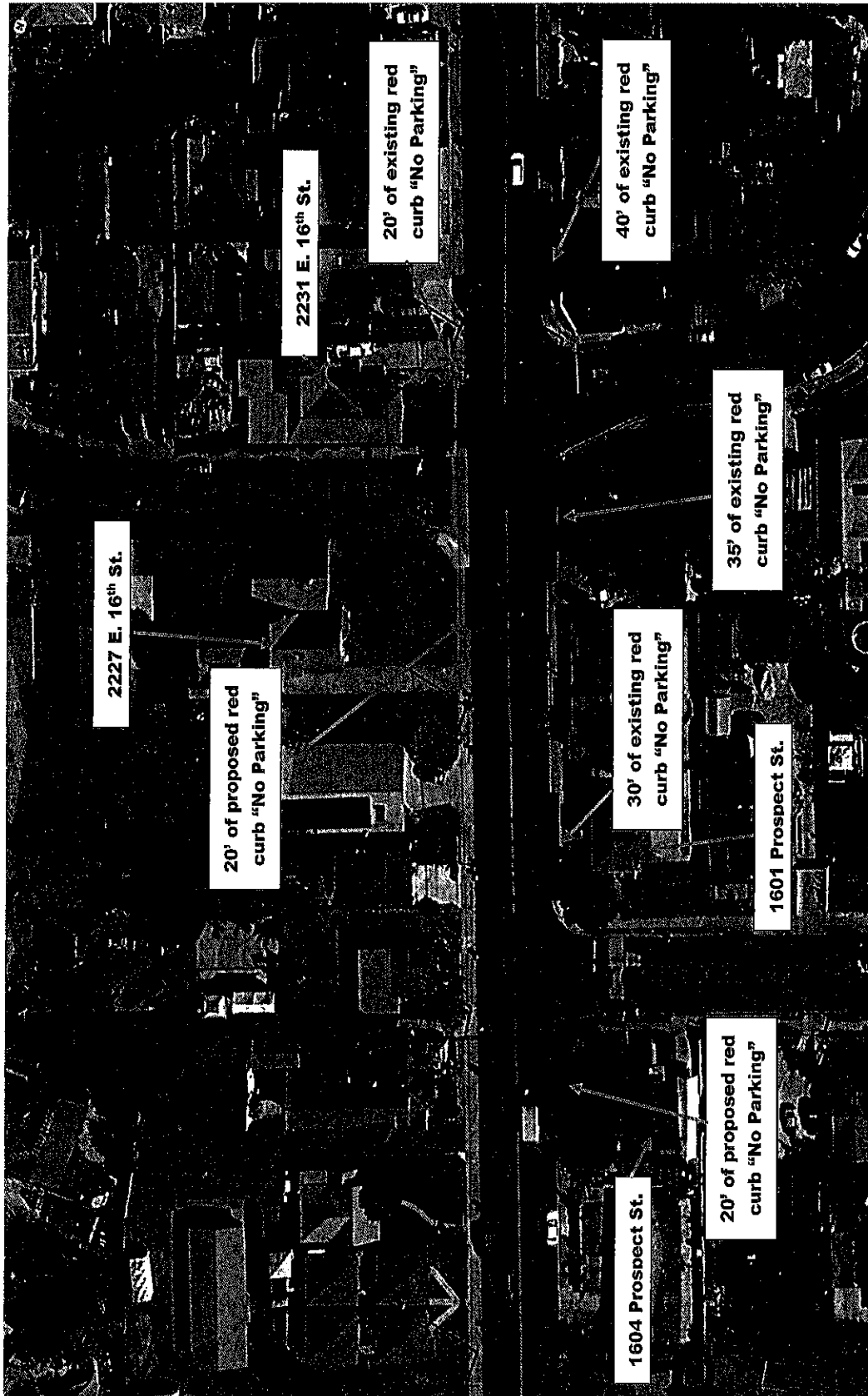
Stephen Manganiello
City Engineer

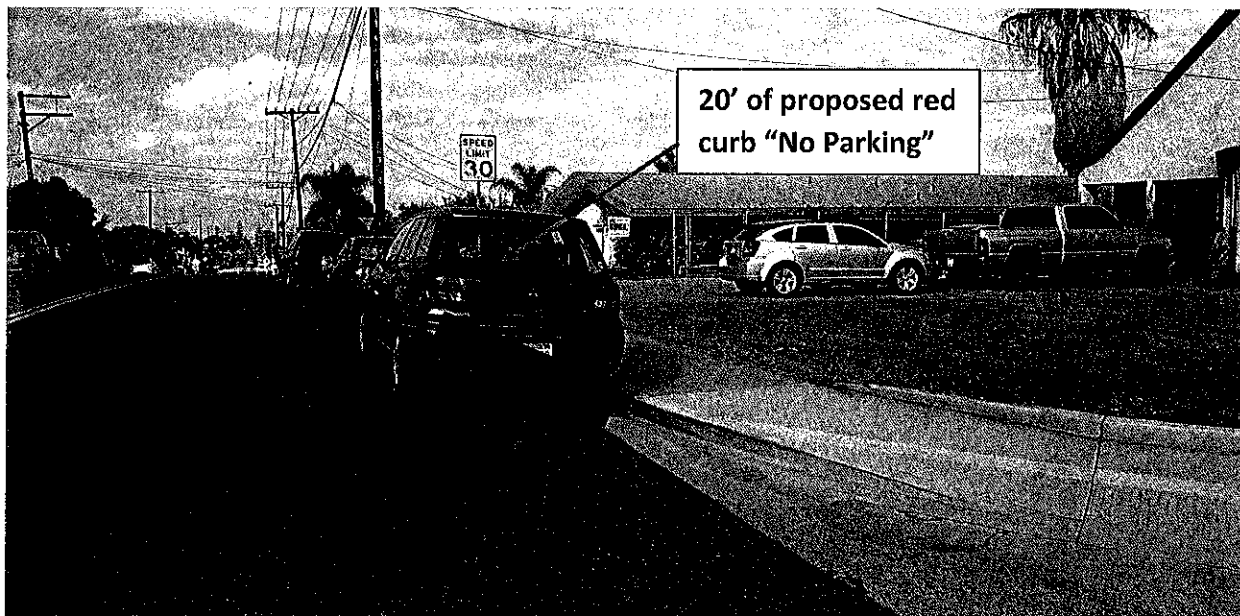
SM:ch

Enclosure: Location Map

2018-28

Location Map with Recommended Enhancements (TSC Item: 2018-28)





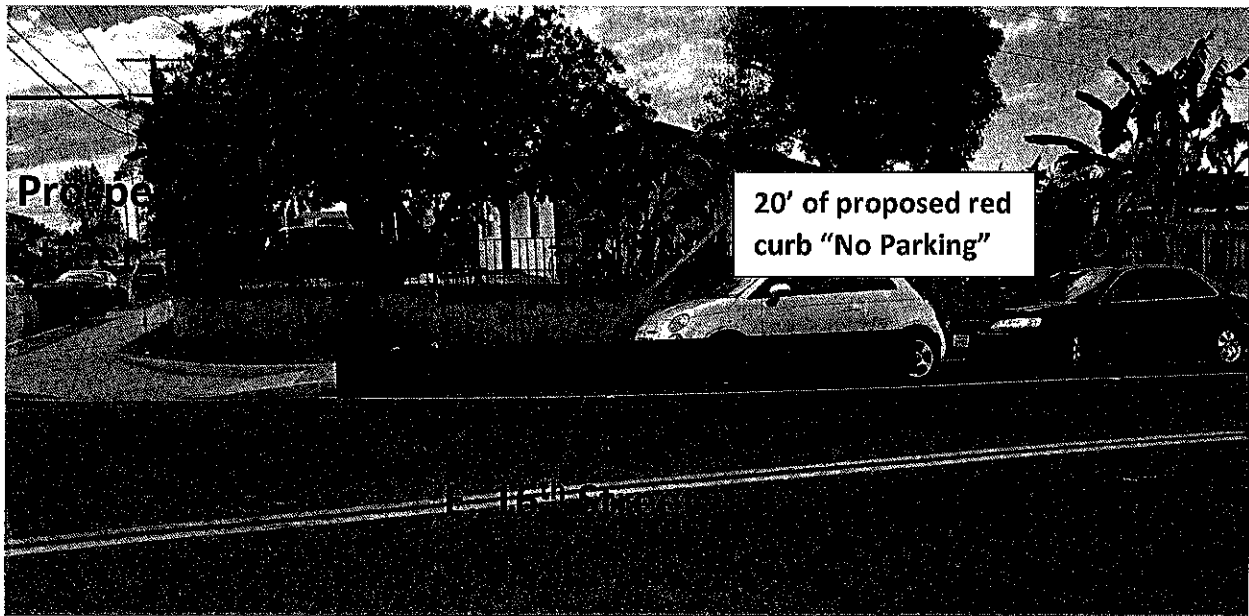
Location of proposed red curb "No Parking" on the north side of E 16th Street, west of Orange Street (looking west)



Location of proposed red curb "No Parking" on the north side of E 16th Street, west of Orange Street (looking north)



Location of proposed red curb "No Parking" on the south side of E 16th Street, west of Prospect Street (looking west)

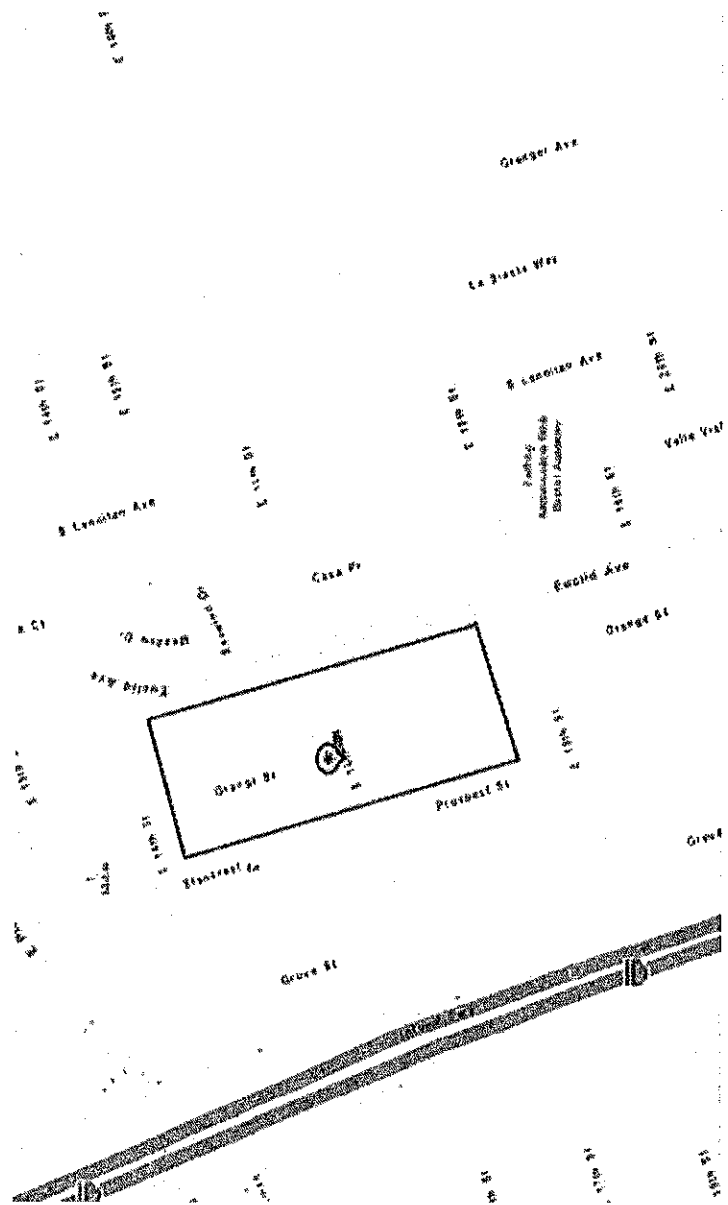


Location of proposed red curb "No Parking" on the south side of E 16th Street, west of Prospect Street (looking south)

Traffic Collision History (NCPD Records Division)

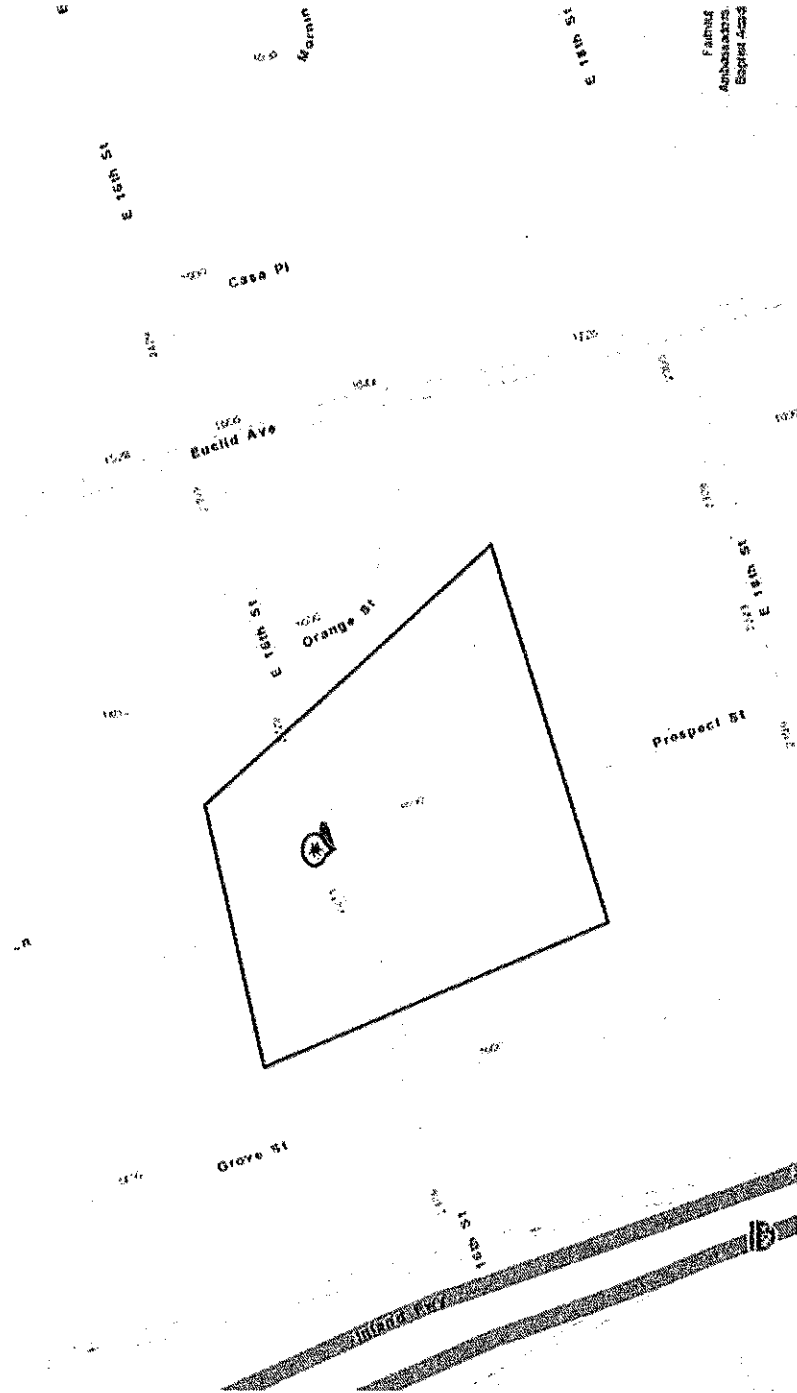
From September 25, 2014 – September 25, 2018, there was 1 traffic collision on the intersection of E. 16th Street and Orange Street.

AGENCY	ACTIVITY NUMBER	DATE ACTIVITY	VIOLATION CODE	VIOLATION DESCRIPTION	ADDRESS	INJURY FLAG	NUMBER INJURED	NUMBER KILLED	HIT & RUN FLAG	HIT & RUN LEVEL	PEDESTRIAN RELATED	CHARGE LEVEL
NATIONAL CITY	1507150	12/24/2015 5:16	VC 22350	VIOLATION OF BASIC SPEED LAW, SPEED UNSAFE FOR CONDITIONS	E16TH STREET & ORANGE STREET, NC.	N	0	0	N		N	INFRACTION



From October 2, 2014 – October 2, 2018, there was 1 traffic collision on the intersection of E. 16th Street and Prospect Street.

AGENCY	ACTIVITY NUMBER	DATE ACTIVITY	VIOLATION CODE	VIOLATION DESCRIPTION	ADDRESS	INJURY FLAG	NUMBER INJURED	NUMBER KILLED	HIT & RUN FLAG	HIT & RUN LEVEL	PEDESTRIAN RELATED	CHARGE LEVEL
NATIONAL CITY	1801154	3/2/2018 18:28	VC21801A	RIGHT-OF-WAY-MAKING LEFT OR U-TURN (I)	E16TH STREET & PROSPECT STREET, NC, 91950	Y	2	0	N		N	INFRACTION



The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of Stop control signs for the northbound and southbound “La Siesta” Way and “Valle Vista” Avenue approaches to the intersection with E. 20th Street in order to enhance safety at the intersection \(TSC No. 2018-29\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of Stop control signs for the northbound and southbound "La Siesta" Way and "Valle Vista" Avenue approaches to the intersection with E. 20th Street in order to enhance safety at the intersection (TSC No. 2018-29).

PREPARED BY: Luca Zappiello, Junior Engineer – Civil

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4360

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt a Resolution authorizing installation of stop control signs for the northbound and southbound "La Siesta" Way and "Valle Vista" Avenue approaches to the intersection with E. 20th Street.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on October 10, 2018, the Traffic Safety Committee approved staff's recommendation to install stop control signs for the northbound and southbound "La Siesta" Way and "Valle Vista" Ave approaches to the intersection with E. 20th St

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on October 10, 2018 (TSC No. 2018-29)
3. Resolution

EXPLANATION

Mr. Victor Robbins has requested to install Yield or Stop control signs at the intersection of "La Siesta" Way and E. 20th Street in order to enhance safety at the intersection.

Staff visited the site and confirmed that currently the intersection of "La Siesta" Way and E. 20th Street does not have signed or marked control. Staff also noted that the adjacent intersection of "Valle Vista" Avenue and E. 20th Street located 2 blocks east of "La Siesta" Way does not have signed or marked control. E. 20th Street is a 2-lane local roadway with on-street parking on both sides of the street and a posted speed limit of 25 mph. "La Siesta" Way and "Valle Vista" Avenue are each 2-lane local roadways with on-street parking on both sides of the street. "La Siesta" Way spans two blocks north and four blocks south of E. 20th Street, from E. 18th Street to E. 24th Street. "Valle Vista" Avenue ends in a cul-de-sac both north and south of E. 20th Street. "La Siesta" Way and "Valle Vista" Avenue are located, one and two blocks west of "Granger Junior High School" respectively.

Engineering staff authorized Kimley-Horn & Associates to perform a traffic analysis of the two intersections to determine if they warrant yield control, two-way stop control, or all-way stop control, consistent with the guidelines provided in the California Manual on Uniform Traffic Control Devices (see attached traffic study dated September 19, 2018). The analysis includes review of 48-hour Average Daily Traffic (ADT) and pedestrian crossing data, collected during the last week of July, 2018.

Staff also reviewed the traffic collision history for these locations, which confirmed there was no "reported" traffic collision within the past four years.

This item was presented to the Traffic Safety Committee on October 10, 2018. Staff sent notices to area property owners and tenants, inviting them to attend the Traffic Safety Committee Meeting and/or contact staff with any questions. Mr. Robbins was present and spoke in support of the item. There were no other members of the community present to speak on the item.

Staff presented the results of the site evaluation and traffic analysis performed by Kimley-Horn & Associates which support installation of Stop control signs for the northbound and southbound "La Siesta" Way and "Valle Vista" Avenue approaches to the intersection with E. 20th Street. After discussion, the Traffic Safety Committee voted to approve the staff recommendation to the following traffic safety enhancements:

1. Install two Stop control signs on "La Siesta" Way on the north and south side of E. 20th Street;
2. Install two Stop control signs on "Valle Vista" Avenue on the north and south side of E. 20th Street;
3. Install 20 feet of red curb "No Parking" on "La Siesta" Way on the north side of E. 20th Street. This will result in the loss of one (1) on-street parallel parking space;
4. Install 20 feet of red curb "No Parking" on "La Siesta" Way on the south side of E. 20th Street. This will result in the loss of one (1) on-street parallel parking space;

5. Install 20 feet of red curb "No Parking" on "Valle Vista" Avenue on the north side of E. 20th Street. This will result in the loss of one (1) on-street parallel parking space;
6. Install 20 feet of red curb "No Parking" on "Valle Vista" Avenue on the south side of E. 20th Street. This will result in the loss of one (1) on-street parallel parking space;
7. Install 50 feet of double-yellow centerline on "La Siesta" Way on the north side of E. 20th Street;
8. Install 50 feet of double-yellow centerline on "La Siesta" Way on the south side of E. 20th Street;
9. Install 50 feet of double-yellow centerline on "Valle Vista" Avenue on the north side of E. 20th Street;
10. Install 50 feet of double-yellow centerline on "Valle Vista" Avenue on the south side of E. 20th Street;

If approved by City Council, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2018-29)



NATIONAL CITY TRAFFIC SAFETY COMMITTEE AGENDA REPORT FOR OCTOBER 10, 2018

ITEM NO. 2018-29

ITEM TITLE: REQUEST TO INSTALL STOP CONTROL SIGNS FOR THE NORTHBOUND AND SOUTHBOUND "LA SIESTA" WAY AND "VALLE VISTA" AVENUE APPROACHES TO THE INTERSECTION WITH E. 20TH STREET IN ORDER TO ENHANCE SAFETY AT THE INTERSECTION.

PREPARED BY: Luca Zappiello, Junior Engineer - Civil
Engineering & Public Works Department

DISCUSSION:

Mr. Victor Robbins has requested to install Yield or Stop control signs at the intersection of "La Siesta" Way and E. 20th Street in order to enhance safety at the intersection.

Staff visited the site and confirmed that currently the intersection of "La Siesta" Way and E. 20th Street does not have signed or marked control. Staff also noted that the adjacent intersection of "Valle Vista" Avenue and E. 20th Street located 2 blocks east of "La Siesta" Way does not have signed or marked control. E. 20th Street is a 2-lane local roadway with on-street parking on both sides of the street and a posted speed limit of 25 mph. "La Siesta" Way and "Valle Vista" Avenue are each 2-lane local roadways with on-street parking on both sides of the street. "La Siesta" Way spans two blocks north and four blocks south of E. 20th Street, from E. 18th Street to E. 24th Street. "Valle Vista" Avenue ends in a cul-de-sac both north and south of E. 20th Street. "La Siesta" Way and "Valle Vista" Avenue are located, one and two blocks west of "Granger Junior High School" and one block south and one block southeast of "Lincoln Acres Kindergarten School" respectively.

Engineering staff authorized Kimley-Horn & Associates to perform a traffic analysis of the two intersections to determine if they warrant yield control, two-way stop control, or all-way stop control, consistent with the guidelines provided in the California Manual on Uniform Traffic Control Devices (see attached traffic study dated September 19, 2018). The analysis includes review of 48-hour Average Daily Traffic (ADT) and pedestrian crossing data, collected during the last week of July, 2018.

Staff reviewed the traffic collision history for these locations, which confirmed there was no "reported" traffic collision within the past four years.

The result of the traffic study provided by Kimley-Horn & Associates indicate that yield control, two-way stop control, or all-way stop control are not warranted based on observed traffic volumes or collision history. However, the traffic study indicates that the high number of east-west pedestrian crossings at "La Siesta" Way and "Valle Vista" Avenue and proximity to "Granger Junior High School" and "Lincoln Acres Kindergarten School" make side-street Stop control an appropriate measure to control vehicle/pedestrian conflicts at

both intersections. California Vehicle Code and National City Municipal Code require a minimum of 25 feet of red curb "No Parking" for each approach to a Stop sign.

STAFF RECOMMENDATION:

Staff recommends the following traffic safety enhancements at the intersections of "La Siesta" Way and "Valle Vista" Avenue with E. 20th Street:

1. Install two Stop control signs on "La Siesta" Way on the north and south side of E. 20th Street;
2. Install two Stop control signs on "Valle Vista" Avenue on the north and south side of E. 20th Street;
3. Install 20 feet of red curb "No Parking" on "La Siesta" Way on the north side of E. 20th Street. This will result in the loss of one (1) on-street parallel parking space;
4. Install 20 feet of red curb "No Parking" on "La Siesta" Way on the south side of E. 20th Street. This will result in the loss of one (1) on-street parallel parking space;
5. Install 20 feet of red curb "No Parking" on "Valle Vista" Avenue on the north side of E. 20th Street. This will result in the loss of one (1) on-street parallel parking space;
6. Install 20 feet of red curb "No Parking" on "Valle Vista" Avenue on the south side of E. 20th Street. This will result in the loss of one (1) on-street parallel parking space;
7. Install 50 feet of double-yellow centerline on "La Siesta" Way on the north side of E. 20th Street;
8. Install 50 feet of double-yellow centerline on "La Siesta" Way on the south side of E. 20th Street;
9. Install 50 feet of double-yellow centerline on "Valle Vista" Avenue on the north side of E. 20th Street;
10. Install 50 feet of double-yellow centerline on "Valle Vista" Avenue on the south side of E. 20th Street;

EXHIBITS:

1. Correspondence;
2. Public Notice;
3. Location Map;
4. Photos;
5. Traffic Study.

2018-29



PUBLIC REQUEST FORM

Name:	Victor Robbins		
Address:			
Phone:		Email:	

Location:	E. 20th Street and La Siesta Way		
Request:	Eliminate all of the unprotected intersections in National City, starting with the one at E 20th Street and La Siesta Way. My roommate and I have witnessed two accidents that only occurred because neither driver had a stop sign or yield sign. This is a situation I have never seen anywhere else in the country - only in National City. Drivers are not alerted to such a possibility because it no longer exist - except in National City. People who live around here treat the intersection as though there was a stop sign facing La Siesta Way. The road is not restricted to locals who know this rule.		
Attachments:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Description: _____

Request Received By:	L. Zappiello		Date:	Feb 12, 2018	
Received via:	<input type="checkbox"/> Counter/In-Person	<input type="checkbox"/> Telephone	<input type="checkbox"/> Email	<input type="checkbox"/> Fax	<input checked="" type="checkbox"/> Referral: Mail
Assigned To:	L. Zappiello				
Notes:					



October 4, 2018

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2018-29

REQUEST TO INSTALL STOP CONTROL SIGNS FOR THE NORTHBOUND AND SOUTHBOUND "LA SIESTA" WAY AND "VALLE VISTA" AVENUE APPROACHES TO THE INTERSECTION WITH E. 20TH STREET IN ORDER TO ENHANCE SAFETY AT THE INTERSECTION.

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, October 10, 2018, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliance. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2nd Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2018-29.

Sincerely,

Stephen Manganiello
City Engineer

SM:lz

Enclosure: Location Map

2018-29

Location Map with Recommended Enhancements (TSC Item: 2018-29)





Request to install Stop Control sign on "La Siesta" Way on the north side of E 20th Street (looking south)



Request to install Stop Control sign on "La Siesta" Way on the south side of E 20th Street (looking north)



Request to install Stop Control sign on "Valle Vista" Avenue on the north side of E 20th Street (looking south)



Request to install Stop Control sign on "Valle Vista" Avenue on the south side of E 20th Street (looking north)

MEMORANDUM

To: Stephen Manganiello
City of National City

From: Leo Espelet
Kimley-Horn and Associates, Inc.

Date: September 19, 2018

Subject: E. 20th Street Stop Control Evaluations at La Siesta Way and Valle Vista Avenue Intersections

This memorandum was prepared to evaluate the use of yield control, side-street stop-control, and all-way stop control at the intersections of E. 20th Street with La Siesta Way and Valle Vista Avenue in the City of National City.

E. 20th Street is a 2-lane local roadway with parking on both sides providing access to residential areas and Granger Junior High School. La Siesta Way and Valle Vista Avenue are each 2-lane local roadways with on-street parking. La Siesta Way spans one block north and south of E. 20th Street, from E. 18th Street to E. 24th Street. Valle Vista Avenue ends in a cul-de-sac both north and south of E. 20th Street. The two study intersections have no signed or marked control, although E. 20th Street acts as the free movement. **Figure 1** illustrates the existing intersection conditions.



Figure 1 – Existing Intersection Conditions

The guiding document for the evaluation of intersection traffic control is the 2014 California Manual on Uniform Traffic Control Devices (CA-MUTCD). The applicable CA-MUTCD excerpt is provided in **Appendix A** and summarized below.

Section 2B-06 Stop Sign Applications

The use of stop control on the minor-street approach should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:

- The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;
- A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or
- Crash records indicate that three or more crashes are susceptible to correction by the installation of a stop sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street.

Section 2B-07 Multi-Way Stop Applications

The use of all-way stop control should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:

Crashes:

- Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

Minimum Volumes:

- The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
- The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
- If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in the prior two bulleted items.

Other Criteria:

- The need to control left-turn conflicts;
- The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
- An intersection of two residential neighborhood collectors (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Section 2B-09 Yield Sign Applications

Yield signs may be installed:

- On the approaches to a through street or highway where conditions are such that a full stop is not always required.
- At the second crossroad of a divided highway, where the median width at the intersection is 30 feet or greater. In this case, a STOP or YIELD sign may be installed at the entrance to the first roadway of a divided highway, and a YIELD sign may be installed at the entrance to the second roadway.
- For a channelized turn lane that is separated from the adjacent travel lanes by an island, even if the adjacent lanes at the intersection are controlled by a highway traffic control signal or by a STOP sign.
- At an intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.
- Facing the entering roadway for a merge-type movement if engineering judgment indicates that control is needed because acceleration geometry and/or sight distance is not adequate for merging traffic operation.

As a part of the analysis, 48-hour ADT counts were collected on E. 20th Street west of La Siesta Way (between La Siesta Way and Valle Vista Avenue), on La Siesta Way south of E. 20th Street, and on Valle Vista Avenue north of E. 20th Street from Wednesday, July 25, 2018 to Thursday, July 26, 2018. These counts are provided in **Appendix B**.

Crash data was collected through the Transportation Injury Mapping System (TIMS). At the time of this memorandum, crash data through the end of 2017 was available. One crash has been recorded at Valle Vista Avenue, and no crashes have been recorded at La Siesta Way within the most recent available five-year time period. Collision reports are included in **Appendix C**.

Side-Street Stop Control Evaluation***Minimum Volumes:***

Based on collected traffic volumes, the intersections La Siesta Way and Valle Vista Avenue with E. 20th Street were not found to meet the minimum daily volume threshold. The average of the daily traffic counts on E. 20th Street was found to be 2,559 vehicles per day. A summary of traffic volumes is presented in **Appendix B**.

Crashes:

Crash history from 2013 to 2017 was reviewed for this analysis. One crash has been recorded at Valle Vista Avenue, and no crashes have been recorded at La Siesta Way within this five-year time frame.

Multi-Way Stop Control Evaluation***Crashes:***

As stated above, one crash has been recorded at Valle Vista Avenue, and no crashes have been recorded at La Siesta Way within the last five years of collision history.

Minimum Volumes:

Based on collected traffic volumes, the intersections were not found to meet the minimum volume thresholds for the same eight hours of a day. The average traffic volumes for the peak eight hours on E. 20th Street was found to be 216 vehicles; on La Siesta Way 20 vehicles; and on Valle Vista Avenue 5 vehicles. Directional traffic volumes are presented in **Appendix B**.

Other Criteria:

La Siesta Way and Valle Vista Avenue are located, respectively, one and two blocks west of Granger Junior High School. The school generates significant numbers of pedestrians, especially during the morning peak hour. At La Siesta Way there were 30 east-west pedestrian crossings and at Valle Vista Way there were 37 east-west pedestrian crossings during the morning peak hour. Peak-hour pedestrian counts are presented in **Appendix B**. Based on this data, side-street stop control at La Siesta Way and Valle Vista Way would be an appropriate measure to control vehicle/pedestrian conflicts.

Side-street Yield Control Evaluation

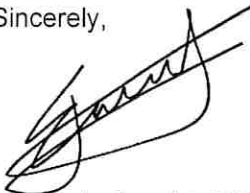
Based on the intersection geometry and site conditions, there are no special problems that exist at the intersection that yield control would be an appropriate solution for.

Conclusion

The intersections of E. 20th Street with La Siesta Way and Valle Vista Avenue were not found to meet the warrants for yield control, two-way stop control, or all-way stop control based on observed traffic volumes or crash history. However, the high number of east-west pedestrian crossings at La Siesta Way and Valle Vista Avenue and proximity to Granger Junior High School make side-street stop control an appropriate measure to control vehicle/pedestrian conflicts at both intersections.

Please call me if you have any questions or comments.

Sincerely,



Leonardo Espelet, T.E.
RTE #2678

Attachments:

- Appendix A – Applicable CA-MUTCD Traffic Control Excerpts
- Appendix B – Existing Traffic and Pedestrian Count Data Sheets
- Appendix C – TIMS Crash History

K:\SND_TPTO\095811047_130 Traffic Counts and Analysis\Reports\Stop Control Warrants - 20th Street

Appendix A – MUTCD Traffic Control Excerpts

Support:

- ¹⁷ Caltrans will grant such permission only when an investigation indicates that the STOP (R1-1) sign will benefit traffic.

Section 2B.06 STOP Sign Applications

Guidance:

- ⁰¹ At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).
- ⁰² The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:
- A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;
 - B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or
 - C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.

Support:

- ⁰³ The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.

Section 2B.07 Multi-Way Stop Applications

Support:

⁰¹ Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

⁰² The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

- ⁰³ The decision to install multi-way stop control should be based on an engineering study.
- ⁰⁴ The following criteria should be considered in the engineering study for a multi-way STOP sign installation:
- A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
 - B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
 - C. Minimum volumes:
 - 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and
 - 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but
 - 3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
 - D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

- ⁰⁵ Other criteria that may be considered in an engineering study include:
- A. The need to control left-turn conflicts;
 - B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
 - C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

Section 2B.08 YIELD Sign (R1-2)

Standard:

01 The YIELD (R1-2) sign (see Figure 2B-1) shall be a downward-pointing equilateral triangle with a wide red border and the legend YIELD in red on a white background.

Support:

02 The YIELD sign assigns right-of-way to traffic on certain approaches to an intersection. Vehicles controlled by a YIELD sign need to slow down to a speed that is reasonable for the existing conditions or stop when necessary to avoid interfering with conflicting traffic.

Section 2B.09 YIELD Sign Applications

Option:

01 YIELD signs may be installed:

- A. On the approaches to a through street or highway where conditions are such that a full stop is not always required.
- B. At the second crossroad of a divided highway, where the median width at the intersection is 30 feet or greater. In this case, a STOP or YIELD sign may be installed at the entrance to the first roadway of a divided highway, and a YIELD sign may be installed at the entrance to the second roadway.
- C. For a channelized turn lane that is separated from the adjacent travel lanes by an island, even if the adjacent lanes at the intersection are controlled by a highway traffic control signal or by a STOP sign.
- D. At an intersection where a special problem exists and where engineering judgment indicates the problem to be susceptible to correction by the use of the YIELD sign.
- E. Facing the entering roadway for a merge-type movement if engineering judgment indicates that control is needed because acceleration geometry and/or sight distance is not adequate for merging traffic operation.

Standard:

02 A YIELD (R1-2) sign shall be used to assign right-of-way at the entrance to a roundabout. YIELD signs at roundabouts shall be used to control the approach roadways and shall not be used to control the circulatory roadway.

03 Other than for all of the approaches to a roundabout, YIELD signs shall not be placed on all of the approaches to an intersection.

Section 2B.10 STOP Sign or YIELD Sign Placement

Standard:

01 The STOP or YIELD sign shall be installed on the near side of the intersection on the right-hand side of the approach to which it applies. When the STOP or YIELD sign is installed at this required location and the sign visibility is restricted, a Stop Ahead sign (see Section 2C.36) shall be installed in advance of the STOP sign or a Yield Ahead sign (see Section 2C.36) shall be installed in advance of the YIELD sign.

02 The STOP or YIELD sign shall be located as close as practical to the intersection it regulates, while optimizing its visibility to the road user it is intended to regulate.

02a YIELD signs shall not be erected upon the approaches to more than one of the intersecting streets. Refer to CVC 21356.

03 STOP signs and YIELD signs shall not be mounted on the same post.

04 No items other than inventory stickers, sign installation dates, and bar codes shall be affixed to the fronts of STOP or YIELD signs, and the placement of these items shall be in the border of the sign.

05 No items other than official traffic control signs, inventory stickers, sign installation dates, anti-vandalism stickers, and bar codes shall be mounted on the backs of STOP or YIELD signs.

06 No items other than retroreflective strips (see Section 2A.21) or official traffic control signs shall be mounted on the fronts or backs of STOP or YIELD sign supports.

Appendix B – Traffic Counts

National Data & Surveying Services

Intersection Turning Movement Count

Location: La Siesta Way & E 20th St
City: National City

Project ID: 18-04272-001
Date: 7/26/2018

Pedestrians (Crosswalks)

NS/EW Streets:	La Siesta Way		La Siesta Way		E 20th St		E 20th St		
AM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		TOTAL
	EB	WB	EB	WB	NB	SB	NB	SB	
7:00 AM	2	0	0	0	0	0	0	0	2
7:15 AM	1	0	1	0	0	3	0	0	5
7:30 AM	1	1	1	3	0	0	0	0	6
7:45 AM	1	5	9	0	0	1	0	0	16
8:00 AM	1	0	2	4	0	1	0	0	8
8:15 AM	0	0	0	1	0	0	0	0	1
8:30 AM	2	0	0	0	0	0	0	0	2
8:45 AM	0	0	0	0	0	0	0	0	0
TOTAL VOLUMES :	EB 8	WB 6	EB 13	WB 8	NB 0	SB 5	NB 0	SB 0	TOTAL 40
APPROACH %'s :	57.14%	42.86%	61.90%	38.10%	0.00%	100.00%			
PEAK HR :	07:15 AM - 08:15 AM								TOTAL
PEAK HR VOL :	4	6	13	7	0	5	0	0	35
PEAK HR FACTOR :	1.000	0.300	0.361	0.438	0.250	0.417			0.547
	0.417		0.556		0.417				

PM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		TOTAL
	EB	WB	EB	WB	NB	SB	NB	SB	
4:00 PM	0	0	0	3	0	0	0	0	3
4:15 PM	0	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	1	0	1	0	0	2
4:45 PM	0	0	1	0	0	0	0	0	1
5:00 PM	0	0	0	0	0	0	0	0	0
5:15 PM	0	0	1	3	0	0	0	0	4
5:30 PM	1	0	0	0	1	0	0	0	2
5:45 PM	0	0	0	3	0	0	0	0	3
TOTAL VOLUMES :	EB 1	WB 0	EB 2	WB 10	NB 1	SB 1	NB 0	SB 0	TOTAL 15
APPROACH %'s :	100.00%	0.00%	16.67%	83.33%	50.00%	50.00%			
PEAK HR :	04:45 PM - 05:45 PM								TOTAL
PEAK HR VOL :	1	0	2	3	1	0	0	0	7
PEAK HR FACTOR :	0.250		0.500	0.250	0.250				0.438
	0.250		0.313		0.250				

National Data & Surveying Services

Intersection Turning Movement Count

Location: Valle Vista Ave & E 20th St
City: National City

Project ID: 18-04272-002
Date: 7/26/2018

Pedestrians (Crosswalks)

NS/EW Streets:	Valle Vista Ave		Valle Vista Ave		E 20th St		E 20th St			
AM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		TOTAL	
	EB	WB	EB	WB	NB	SB	NB	SB		
	7:00 AM	0	0	0	1	0	0	0		0
	7:15 AM	0	0	3	0	0	0	0		3
	7:30 AM	0	0	6	0	0	0	2		8
	7:45 AM	2	0	7	3	0	0	0		12
	8:00 AM	1	1	9	3	1	0	0		15
	8:15 AM	0	3	0	6	0	0	0		10
	8:30 AM	0	0	1	0	0	0	0		1
	8:45 AM	0	0	0	1	0	0	0		1
TOTAL VOLUMES :	EB	WB	EB	WB	NB	SB	NB	SB	TOTAL	
APPROACH %'s :	3	4	26	14	1	0	0	3	51	
	42.86%	57.14%	65.00%	35.00%	100.00%	0.00%	0.00%	100.00%		
PEAK HR :	07:15 AM - 08:15 AM								TOTAL	
PEAK HR VOL :	3	1	25	6	1	0	0	2	38	
PEAK HR FACTOR :	0.375	0.250	0.694	0.500	0.250			0.250	0.633	
	0.500		0.646		0.250		0.250			

PM	NORTH LEG		SOUTH LEG		EAST LEG		WEST LEG		TOTAL
	EB	WB	EB	WB	NB	SB	NB	SB	
4:00 PM	2	0	1	4	0	0	1	0	8
4:15 PM	0	0	2	4	0	4	0	0	10
4:30 PM	0	0	0	1	0	0	0	0	1
4:45 PM	0	0	1	0	0	0	0	0	1
5:00 PM	0	0	1	0	0	0	0	0	1
5:15 PM	0	0	0	0	0	0	0	0	0
5:30 PM	1	0	0	0	0	0	0	0	1
5:45 PM	0	0	1	1	0	0	0	0	2
TOTAL VOLUMES : APPROACH %'s :	EB 3	WB 0	EB 6	WB 10	NB 0	SB 4	NB 1	SB 0	TOTAL 24
	100.00%	0.00%	37.50%	62.50%	0.00%	100.00%	100.00%	0.00%	
PEAK HR :	04:45 PM - 05:45 PM								TOTAL 3 0.750
PEAK HR VOL :	1	0	2	0	0	0	0	0	
PEAK HR FACTOR :	0.250		0.500						
	0.250		0.500						

VOLUME

20th St Bet. La Siesta Way & Lanoitan Ave

Day: Wednesday

Date: 8/1/2018

City: National City

Project #: CA18_4273_001

DAILY TOTALS					NB	SB	EB					WB	Total
					0	0	1,131					1,411	2,542
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL		
00:00			5	3	8	12:00			11	14	25		
00:15			3	1	4	12:15			12	12	24		
00:30			0	2	2	12:30			9	16	25		
00:45			2	10	12	12:45			10	42	52		
01:00			3	1	4	13:00			16	10	26		
01:15			2	1	3	13:15			10	13	23		
01:30			1	1	2	13:30			21	6	27		
01:45			1	7	8	13:45			11	58	69		
02:00			1	2	3	14:00			22	23	45		
02:15			1	1	2	14:15			14	19	33		
02:30			1	0	1	14:30			39	31	70		
02:45			1	4	5	14:45			36	111	147		
03:00			0	1	1	15:00			43	14	57		
03:15			0	1	1	15:15			56	65	121		
03:30			1	3	4	15:30			30	50	80		
03:45			0	1	1	15:45			14	143	157		
04:00			2	1	3	16:00			22	10	32		
04:15			1	3	4	16:15			20	15	35		
04:30			0	2	2	16:30			19	17	36		
04:45			2	5	7	16:45			24	85	109		
05:00			2	4	6	17:00			10	24	34		
05:15			3	6	9	17:15			19	18	37		
05:30			1	6	7	17:30			20	25	45		
05:45			2	8	10	17:45			21	70	91		
06:00			5	9	14	18:00			21	28	49		
06:15			7	12	19	18:15			18	26	44		
06:30			5	8	13	18:30			16	17	33		
06:45			4	21	25	18:45			22	77	99		
07:00			10	26	36	19:00			16	14	30		
07:15			17	35	52	19:15			6	13	19		
07:30			30	61	91	19:30			22	10	32		
07:45			48	105	153	19:45			10	54	64		
08:00			47	104	151	20:00			8	8	16		
08:15			10	18	28	20:15			8	10	18		
08:30			12	11	23	20:30			11	14	25		
08:45			9	78	87	20:45			13	40	53		
09:00			9	13	22	21:00			15	10	25		
09:15			10	19	29	21:15			8	17	25		
09:30			14	18	32	21:30			14	3	17		
09:45			7	40	47	21:45			7	44	51		
10:00			7	12	19	22:00			7	7	14		
10:15			13	15	28	22:15			10	10	20		
10:30			11	20	31	22:30			3	9	12		
10:45			10	41	51	22:45			5	25	30		
11:00			9	14	23	23:00			5	3	8		
11:15			11	13	24	23:15			2	2	4		
11:30			8	18	26	23:30			1	6	7		
11:45			18	46	64	23:45			8	16	24		
TOTALS			366	635	1001	TOTALS			765	776	1541		
SPLIT %			36.6%	63.4%	39.4%	SPLIT %			49.6%	50.4%	60.6%		

DAILY TOTALS			NB	SB	EB				WB		Total
			0	0							1,131
AM Peak Hour		07:15	07:15	07:15	PM Peak Hour				14:30	14:45	14:45
AM Pk Volume			142	286	428	PM Pk Volume			174	158	323
Pk Hr Factor			0.740	0.688	0.709	Pk Hr Factor			0.777	0.608	0.667
7 - 9 Volume	0	0	183	352	535	4 - 6 Volume	0	0	155	137	292
7 - 9 Peak Hour			07:15	07:15	07:15	4 - 6 Peak Hour			16:00	17:00	17:00
7 - 9 Pk Volume	0	0	142	286	428	4 - 6 Pk Volume	0	0	85	83	153
Pk Hr Factor	0.000	0.000	0.740	0.688	0.709	Pk Hr Factor	0.000	0.000	0.885	0.830	0.850

VOLUME

20th St Bet. La Siesta Way & Lanoitan Ave

Day: Thursday

Date: 8/2/2018

City: National City

Project #: CA18_4273_001

DAILY TOTALS					NB	SB	EB					WB	Total
					0	0	1,150					1,425	2,575
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL		
00:00			6	2	8	12:00			10	12	22		
00:15			2	2	4	12:15			14	15	29		
00:30			3	2	5	12:30			16	18	34		
00:45			2	13	1	12:45			16	56	72		
01:00			1	1	2	13:00			39	27	66		
01:15			1	0	1	13:15			25	24	49		
01:30			1	1	2	13:30			16	19	35		
01:45			1	4	1	13:45			13	93	16		
02:00			1	3	4	14:00			10	18	28		
02:15			0	1	1	14:15			17	14	31		
02:30			1	1	2	14:30			12	24	36		
02:45			1	3	0	14:45			27	66	19		
03:00			1	0	1	15:00			45	12	57		
03:15			0	0	0	15:15			41	71	112		
03:30			0	1	1	15:30			25	51	76		
03:45			0	1	1	15:45			17	128	14		
04:00			0	4	4	16:00			22	12	34		
04:15			0	3	3	16:15			21	18	39		
04:30			0	2	2	16:30			16	14	30		
04:45			2	2	2	16:45			20	79	15		
05:00			1	5	6	17:00			14	21	35		
05:15			2	6	8	17:15			14	25	39		
05:30			4	8	12	17:30			24	31	55		
05:45			0	7	17	17:45			32	84	15		
06:00			7	12	19	18:00			26	31	57		
06:15			3	18	21	18:15			19	25	44		
06:30			7	15	22	18:30			23	28	51		
06:45			8	25	18	18:45			13	81	9		
07:00			13	29	42	19:00			19	11	30		
07:15			14	40	54	19:15			15	9	24		
07:30			35	67	102	19:30			15	17	32		
07:45			59	121	90	19:45			8	57	17		
08:00			43	80	123	20:00			12	9	21		
08:15			13	23	36	20:15			8	9	17		
08:30			11	9	20	20:30			17	16	33		
08:45			11	78	10	20:45			14	51	8		
09:00			8	9	17	21:00			6	8	14		
09:15			6	13	19	21:15			8	19	27		
09:30			7	19	26	21:30			7	15	22		
09:45			11	32	10	21:45			13	34	8		
10:00			6	11	17	22:00			7	6	13		
10:15			12	17	29	22:15			8	6	14		
10:30			13	11	24	22:30			2	2	4		
10:45			16	47	11	22:45			6	23	2		
11:00			16	15	31	23:00			12	4	16		
11:15			12	14	26	23:15			5	3	8		
11:30			6	10	16	23:30			3	2	5		
11:45			10	44	12	23:45			1	21	2		
TOTALS			377	627	1004	TOTALS			773	798	1571		
SPLIT %			37.5%	62.5%	39.0%	SPLIT %			49.2%	50.8%	61.0%		

DAILY TOTALS			NB	SB				EB	WB	Total	
			0	0				1,150	1,425	2,575	
AM Peak Hour		07:15	07:15	07:15	PM Peak Hour			14:45	14:45	14:45	
AM Pk Volume		151	277	428	PM Pk Volume			138	153	291	
Pk Hr Factor		0.640	0.769	0.718	Pk Hr Factor			0.767	0.539	0.650	
7 - 9 Volume	0	0	199	348	547	4 - 6 Volume	0	0	163	151	314
7 - 9 Peak Hour		07:15	07:15	07:15	4 - 6 Peak Hour			17:00	16:45	17:00	
7 - 9 Pk Volume	0	0	151	277	428	4 - 6 Pk Volume	0	0	84	92	176
Pk Hr Factor	0.000	0.000	0.640	0.769	0.718	Pk Hr Factor	0.000	0.000	0.656	0.742	0.800

VOLUME

La Siesta Way S/O 20th St

Day: Wednesday
Date: 7/25/2018City: National City
Project #: CA18_4273_002

DAILY TOTALS					NB	SB						Total
					217	0						217
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL	
00:00	0	0			0	12:00	2	0			2	
00:15	0	0			0	12:15	2	0			2	
00:30	0	0			0	12:30	3	0			3	
00:45	0	0			0	12:45	2	9	0		2	
01:00	0	0			0	13:00	3	0			3	
01:15	0	0			0	13:15	3	0			3	
01:30	0	0			0	13:30	3	0			3	
01:45	0	0			0	13:45	1	10	0		1	
02:00	0	0			0	14:00	4	0			4	
02:15	0	0			0	14:15	11	0			11	
02:30	0	0			0	14:30	15	0			15	
02:45	1	1	0		1	14:45	13	43	0		13	
03:00	0	0			0	15:00	12	0			12	
03:15	0	0			0	15:15	4	0			4	
03:30	1	0			1	15:30	5	0			5	
03:45	0	1	0		0	15:45	3	24	0		3	
04:00	1	0			1	16:00	3	0			3	
04:15	0	0			0	16:15	6	0			6	
04:30	0	0			0	16:30	2	0			2	
04:45	2	3	0		2	16:45	2	13	0		2	
05:00	1	0			1	17:00	3	0			3	
05:15	1	0			1	17:15	1	0			1	
05:30	0	0			0	17:30	1	0			1	
05:45	0	2	0		0	17:45	3	8	0		3	
06:00	2	0			2	18:00	0	0			0	
06:15	2	0			2	18:15	1	0			1	
06:30	1	0			1	18:30	4	0			4	
06:45	2	7	0		2	18:45	0	5	0		0	
07:00	3	0			3	19:00	0	0			0	
07:15	6	0			6	19:15	1	0			1	
07:30	3	0			3	19:30	1	0			1	
07:45	15	27	0		15	19:45	1	3	0		1	
08:00	15	0			15	20:00	2	0			2	
08:15	6	0			6	20:15	1	0			1	
08:30	2	0			2	20:30	2	0			2	
08:45	1	24	0		1	20:45	0	5	0		0	
09:00	4	0			4	21:00	1	0			1	
09:15	1	0			1	21:15	4	0			4	
09:30	0	0			0	21:30	0	0			0	
09:45	1	6	0		1	21:45	2	7	0		2	
10:00	1	0			1	22:00	0	0			0	
10:15	3	0			3	22:15	0	0			0	
10:30	1	0			1	22:30	1	0			1	
10:45	2	7	0		2	22:45	0	1	0		0	
11:00	3	0			3	23:00	1	0			1	
11:15	2	0			2	23:15	0	0			0	
11:30	3	0			3	23:30	0	0			0	
11:45	2	10	0		2	23:45	0	1	0		0	
TOTALS	88				88	TOTALS	129				129	
SPLIT %	100.0%				40.6%	SPLIT %	100.0%				59.4%	

DAILY TOTALS					NB	SB	EB	WB	Total
					217	0	0	0	217
AM Peak Hour	07:15			07:15	PM Peak Hour	14:15			14:15
AM Pk Volume	39			39	PM Pk Volume	51			51
Pk Hr Factor	0.650			0.650	Pk Hr Factor	0.850			0.850
7 - 9 Volume	51	0	0	51	4 - 6 Volume	21	0	0	21
7 - 9 Peak Hour	07:15			07:15	4 - 6 Peak Hour	16:00			16:00
7 - 9 Pk Volume	39	0	0	39	4 - 6 Pk Volume	13	0	0	13
Pk Hr Factor	0.650	0.000	0.000	0.650	Pk Hr Factor	0.542	0.000	0.000	0.542

VOLUME

La Siesta Way S/O 20th St

Day: Thursday
Date: 7/26/2018City: National City
Project #: CA18_4273_002

DAILY TOTALS					NB	SB						Total
					218	0						218
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL	
00:00	0	0			0	12:00	3	0			3	
00:15	0	0			0	12:15	2	0			2	
00:30	0	0			0	12:30	2	0			2	
00:45	0	0			0	12:45	7	14	0		21	
01:00	0	0			0	13:00	17	0			17	
01:15	0	0			0	13:15	4	0			4	
01:30	0	0			0	13:30	1	0			1	
01:45	0	0			0	13:45	1	23	0		24	
02:00	0	0			0	14:00	0	0			0	
02:15	1	0			1	14:15	2	0			2	
02:30	0	0			0	14:30	5	0			5	
02:45	0	1	0		1	14:45	3	10	0		13	
03:00	0	0			0	15:00	10	0			10	
03:15	1	0			1	15:15	8	0			8	
03:30	0	0			0	15:30	4	0			4	
03:45	0	1	0		1	15:45	3	25	0		28	
04:00	0	0			0	16:00	3	0			3	
04:15	0	0			0	16:15	2	0			2	
04:30	0	0			0	16:30	1	0			1	
04:45	0	0			0	16:45	3	9	0		12	
05:00	2	0			2	17:00	3	0			3	
05:15	1	0			1	17:15	7	0			7	
05:30	0	0			0	17:30	4	0			4	
05:45	2	5	0		7	17:45	4	18	0		22	
06:00	2	0			2	18:00	2	0			2	
06:15	2	0			2	18:15	4	0			4	
06:30	0	0			0	18:30	1	0			1	
06:45	1	5	0		6	18:45	0	7	0		7	
07:00	5	0			5	19:00	3	0			3	
07:15	2	0			2	19:15	0	0			0	
07:30	8	0			8	19:30	2	0			2	
07:45	15	30	0		45	19:45	0	5	0		5	
08:00	14	0			14	20:00	1	0			1	
08:15	5	0			5	20:15	1	0			1	
08:30	1	0			1	20:30	0	0			0	
08:45	2	22	0		24	20:45	0	2	0		2	
09:00	4	0			4	21:00	1	0			1	
09:15	3	0			3	21:15	2	0			2	
09:30	1	0			1	21:30	1	0			1	
09:45	5	13	0		18	21:45	2	6	0		8	
10:00	7	0			7	22:00	0	0			0	
10:15	0	0			0	22:15	1	0			1	
10:30	0	0			0	22:30	2	0			2	
10:45	3	10	0		13	22:45	1	4	0		5	
11:00	2	0			2	23:00	0	0			0	
11:15	3	0			3	23:15	0	0			0	
11:30	2	0			2	23:30	0	0			0	
11:45	1	8	0		9	23:45	0	0			0	
TOTALS	95				95	TOTALS	123				123	
SPLIT %	100.0%				43.6%	SPLIT %	100.0%				56.4%	

DAILY TOTALS					NB	SB	EB	WB	Total
					218	0	0	0	218
AM Peak Hour	07:30			07:30	PM Peak Hour	12:30			12:30
AM Pk Volume	42			42	PM Pk Volume	30			30
Pk Hr Factor	0.700			0.700	Pk Hr Factor	0.441			0.441
7 - 9 Volume	52	0	0	52	4 - 6 Volume	27	0	0	27
7 - 9 Peak Hour	07:30			07:30	4 - 6 Peak Hour	17:00			17:00
7 - 9 Pk Volume	42	0	0	42	4 - 6 Pk Volume	18	0	0	18
Pk Hr Factor	0.700	0.000	0.000	0.700	Pk Hr Factor	0.643	0.000	0.000	0.643

VOLUME

Valle Vista Ave N/O 20th St

Day: Wednesday
Date: 7/25/2018City: National City
Project #: CA18_4273_003

DAILY TOTALS					NB	SB						EB	WB	Total
					0	83						0	0	83
AM Period	NB	SB	EB	WB	TOTAL	PM Period	NB	SB	EB	WB	TOTAL			
00:00	0	0			0	12:00	0	2			2			
00:15	0	1			1	12:15	0	1			1			
00:30	0	0			0	12:30	0	1			1			
00:45	0	0	1		1	12:45	0	2	6		6			
01:00	0	0			0	13:00	0	0			0			
01:15	0	0			0	13:15	0	0			0			
01:30	0	0			0	13:30	0	5			5			
01:45	0	0			0	13:45	0	0	5		5			
02:00	0	0			0	14:00	0	4			4			
02:15	0	0			0	14:15	0	0			0			
02:30	0	0			0	14:30	0	0			0			
02:45	0	0			0	14:45	0	0	4		4			
03:00	0	0			0	15:00	0	1			1			
03:15	0	0			0	15:15	0	3			3			
03:30	0	2			2	15:30	0	3			3			
03:45	0	0	2		2	15:45	0	2	9		9			
04:00	0	0			0	16:00	0	3			3			
04:15	0	0			0	16:15	0	0			0			
04:30	0	1			1	16:30	0	0			0			
04:45	0	1	2		2	16:45	0	1	4		4			
05:00	0	1			1	17:00	0	1			1			
05:15	0	2			2	17:15	0	2			2			
05:30	0	1			1	17:30	0	2			2			
05:45	0	0	4		4	17:45	0	2	7		7			
06:00	0	0			0	18:00	0	1			1			
06:15	0	1			1	18:15	0	0			0			
06:30	0	1			1	18:30	0	1			1			
06:45	0	1	3		3	18:45	0	1	3		3			
07:00	0	0			0	19:00	0	0			0			
07:15	0	0			0	19:15	0	3			3			
07:30	0	2			2	19:30	0	2			2			
07:45	0	0	2		2	19:45	0	0	5		5			
08:00	0	0			0	20:00	0	1			1			
08:15	0	0			0	20:15	0	3			3			
08:30	0	2			2	20:30	0	1			1			
08:45	0	0	2		2	20:45	0	1	6		6			
09:00	0	0			0	21:00	0	0			0			
09:15	0	2			2	21:15	0	0			0			
09:30	0	4			4	21:30	0	0			0			
09:45	0	2	8		8	21:45	0	0			0			
10:00	0	0			0	22:00	0	1			1			
10:15	0	0			0	22:15	0	0			0			
10:30	0	0			0	22:30	0	0			0			
10:45	0	1	1		1	22:45	0	0	1		1			
11:00	0	2			2	23:00	0	1			1			
11:15	0	1			1	23:15	0	0			0			
11:30	0	3			3	23:30	0	0			0			
11:45	0	1	7		7	23:45	0	0	1		1			
TOTALS	32				32	TOTALS	51				51			
SPLIT %	100.0%				38.6%	SPLIT %	100.0%				61.4%			

DAILY TOTALS					NB	SB	EB	WB	Total
					0	83	0	0	83
AM Peak Hour	09:00		09:00		PM Peak Hour	15:15		15:15	
AM Pk Volume	8		8		PM Pk Volume	11		11	
Pk Hr Factor	0.500		0.500		Pk Hr Factor	0.917		0.917	
7 - 9 Volume	0	4	0	0	4 - 6 Volume	0	11	0	0
7 - 9 Peak Hour	07:00		07:00		4 - 6 Peak Hour	17:00		17:00	
7 - 9 Pk Volume	0	2	0	0	4 - 6 Pk Volume	0	7	0	0
Pk Hr Factor	0.000	0.250	0.000	0.000	Pk Hr Factor	0.000	0.875	0.000	0.000

VOLUME

Valle Vista Ave N/O 20th St

Day: Thursday
Date: 7/26/2018City: National City
Project #: CA18_4273_003

DAILY TOTALS					NB	SB	EB					WB	Total
					0	74	0					0	74
AM Period	NB	SB	EB	WB	TOTAL		PM Period	NB	SB	EB	WB	TOTAL	
00:00	0	0			0		12:00	0	0			0	
00:15	0	0			0		12:15	0	0			0	
00:30	0	0			0		12:30	0	2			2	
00:45	0	0			0		12:45	0	2	4		2	4
01:00	0	0			0		13:00	0	1			1	
01:15	0	0			0		13:15	0	0			0	
01:30	0	0			0		13:30	0	2			2	
01:45	0	1	1		1	1	13:45	0	2	5		2	5
02:00	0	0			0		14:00	0	1			1	
02:15	0	0			0		14:15	0	3			3	
02:30	0	0			0		14:30	0	0			0	
02:45	0	0			0		14:45	0	1	5		1	5
03:00	0	1			1		15:00	0	2			2	
03:15	0	0			0		15:15	0	1			1	
03:30	0	1			1		15:30	0	1			1	
03:45	0	2	4		2	4	15:45	0	1	5		1	5
04:00	0	0			0		16:00	0	1			1	
04:15	0	0			0		16:15	0	1			1	
04:30	0	0			0		16:30	0	0			0	
04:45	0	0			0		16:45	0	1	3		1	3
05:00	0	0			0		17:00	0	0			0	
05:15	0	2			2		17:15	0	0			0	
05:30	0	2			2		17:30	0	1			1	
05:45	0	1	5		1	5	17:45	0	1	2		1	2
06:00	0	2			2		18:00	0	0			0	
06:15	0	1			1		18:15	0	0			0	
06:30	0	2			2		18:30	0	1			1	
06:45	0	1	6		1	6	18:45	0	2	3		2	3
07:00	0	2			2		19:00	0	0			0	
07:15	0	0			0		19:15	0	0			0	
07:30	0	1			1		19:30	0	1			1	
07:45	0	2	5		2	5	19:45	0	0	1		0	1
08:00	0	1			1		20:00	0	0			0	
08:15	0	1			1		20:15	0	0			0	
08:30	0	0			0		20:30	0	0			0	
08:45	0	2	4		2	4	20:45	0	2	2		2	2
09:00	0	0			0		21:00	0	2			2	
09:15	0	1			1		21:15	0	0			0	
09:30	0	0			0		21:30	0	2			2	
09:45	0	3	4		3	4	21:45	0	1	5		1	5
10:00	0	1			1		22:00	0	0			0	
10:15	0	0			0		22:15	0	0			0	
10:30	0	1			1		22:30	0	0			0	
10:45	0	0	2		0	2	22:45	0	0			0	
11:00	0	2			2		23:00	0	0			0	
11:15	0	1			1		23:15	0	1			1	
11:30	0	0			0		23:30	0	0			0	
11:45	0	4	7		4	7	23:45	0	0	1		0	1
TOTALS	38				38		TOTALS	36				36	
SPLIT %	100.0%				51.4%		SPLIT %	100.0%				48.6%	

DAILY TOTALS					NB	SB	EB	WB	Total
					0	74	0	0	74
AM Peak Hour	05:15			05:15	PM Peak Hour	13:30			13:30
AM Pk Volume	7			7	PM Pk Volume	8			8
Pk Hr Factor	0.875			0.875	Pk Hr Factor	0.667			0.667
7 - 9 Volume	0	9	0	0	4 - 6 Volume	0	5	0	5
7 - 9 Peak Hour	07:00			07:00	4 - 6 Peak Hour	16:00			16:00
7 - 9 Pk Volume	0	5	0	0	4 - 6 Pk Volume	0	3	0	3
Pk Hr Factor	0.000	0.625	0.000	0.000	Pk Hr Factor	0.000	0.750	0.000	0.750

Appendix C – TIMS Crash History

Collision Details for: Case ID 6509349

Collision Information

County	San Diego
City	National City
Date & Time (M/D/Y HH:MM)	06/04/2014 07:55
Location (Intersection)	20th St & Valle Vista
Dist. & Dir. from Intersection	0.00 ft East
State Highway	No
Latitude & Longitude	32.67264005, -117.07731005

Type of Collision	D - Broadside	Motor Vehicle Involved With	C - Other Motor Vehicle
Collision Severity	4 - Injury (Complaint of Pain)	Pedestrian Accident	No
PCF Violation Category	09 - Automobile Right of Way	Bicycle Accident	No
Weather	A - Clear	Motorcycle Accident	No
Alcohol Involved	No	Truck Accident	No

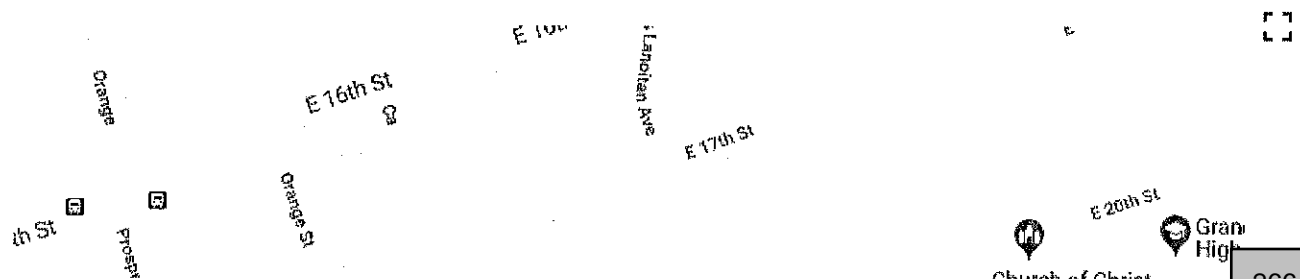
Parties: 2

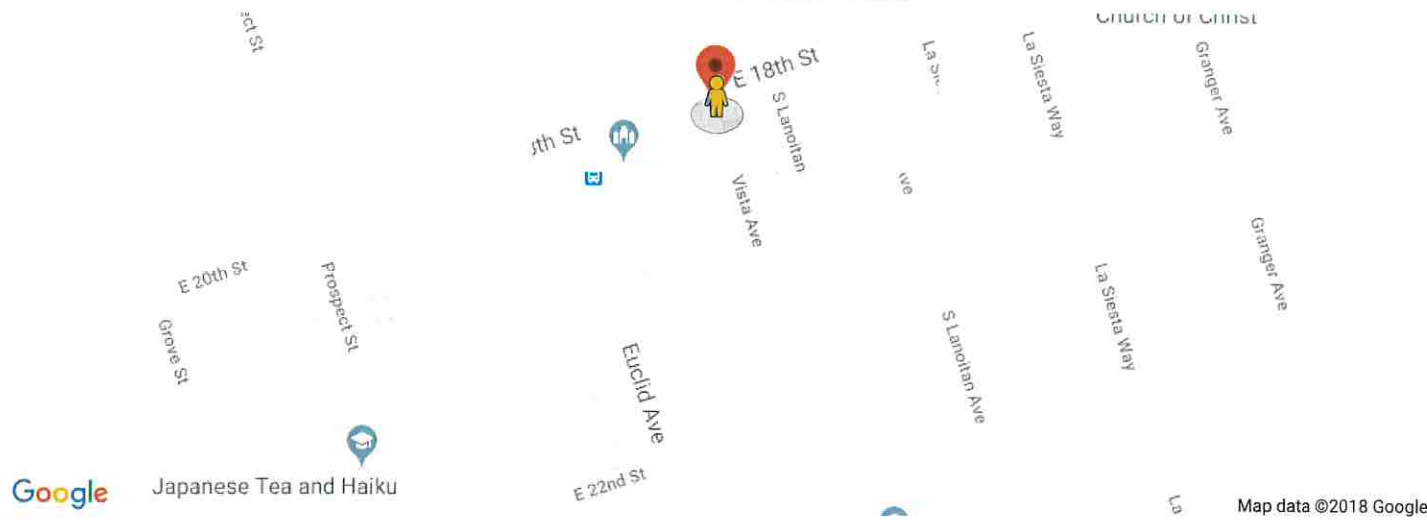
Party Number	Party Type	Statewide Vehicle Type	At Fault	Party Direction	Movement Preceding Collision
1	1 - Driver (including Hit and Run)	A - Passenger Car/Station Wagon	Yes	West	B - Proceeding Straight
2	1 - Driver (including Hit and Run)	-- Not Stated	No	North	B - Proceeding Straight

Victims: 1

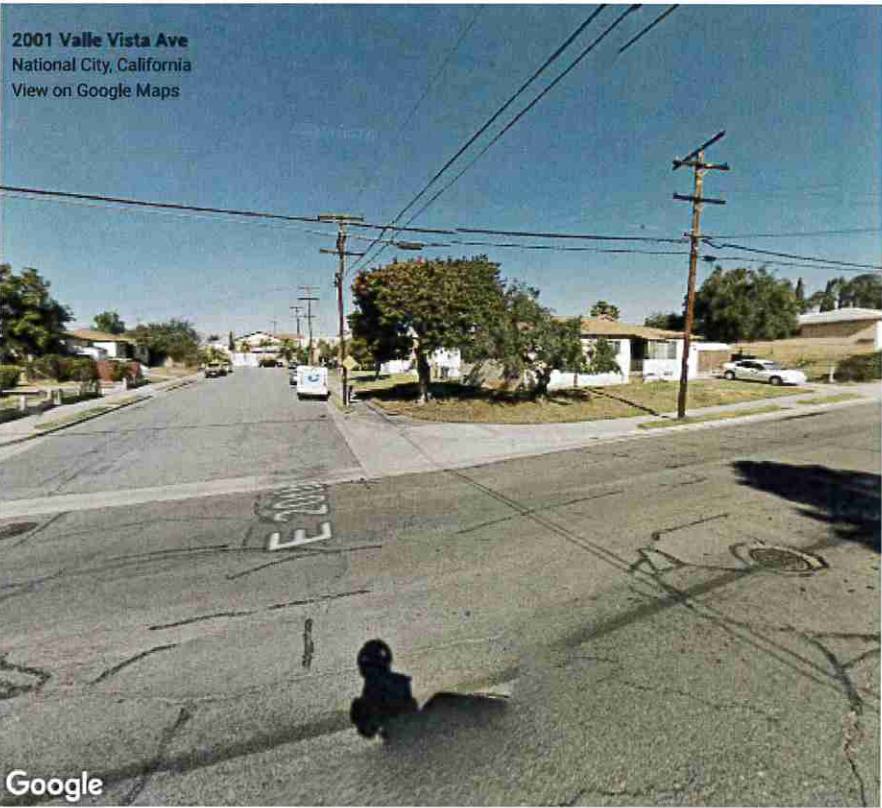
Party Number	Victim Role	Victim Gender	Victim Age	Victim Degree of Injury
2	2 - Passenger	M - Male	5	4 - Complaint of Pain

Map View





Street View



Report Problem

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of Stop control signs for the northbound "B" Avenue and "C" Avenue approaches to the intersection with E. 27th Street in order to enhance safety at the intersection \(TSC No. 2018-30\).](#)
[\(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of Stop control signs for the northbound "B" Avenue and "C" Avenue approaches to the intersection with E. 27th Street in order to enhance safety at the intersection (TSC No. 2018-30).

PREPARED BY: Luca Zappiello, Junior Engineer – Civil

DEPARTMENT: Engineering/Public Works

PHONE: 619-336-4360

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt a Resolution authorizing installation of Stop control signs for the northbound "B" Avenue and "C" Avenue approaches to the intersection with E. 27th Street in order to enhance safety at the intersection.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on October 10, 2018, the Traffic Safety Committee approved staff's recommendation to install Stop control signs for the northbound "B" Ave and "C" Ave approaches to the intersection with E. 27th Street

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on October 10, 2018 (TSC No. 2018-30)
3. Resolution

EXPLANATION

An area resident has requested to install Yield or Stop control signs at the intersections of "B" Avenue and E. 27th Street, "C" Avenue and E. 27th Street in order to enhance safety at the intersection.

Staff visited the site and confirmed that the intersections of "B" Avenue and E. 27th Street, "C" Avenue and E. 27th Street are "T" intersections. Staff also confirmed that currently both of the intersections do not have signed or marked control. E. 27th Street is a 2-lane local roadway with parking on both sides of the street and a posted speed limit of 25 mph. "B" Avenue and "C" Avenue are each 2-lane local roadways with on-street parking. "La Siesta" Way spans one block south of E. 27th Street, from E. 27th Street to E. 28th Street. "Valle Vista" Avenue ends in a cul-de-sac on the south of E. 27th Street.

Staff recommends the installation of a Stop Control sign at the two "T" intersections since vehicles travelling on the minor streets must make a complete stop before attempting to enter onto the major streets that have the right of way.

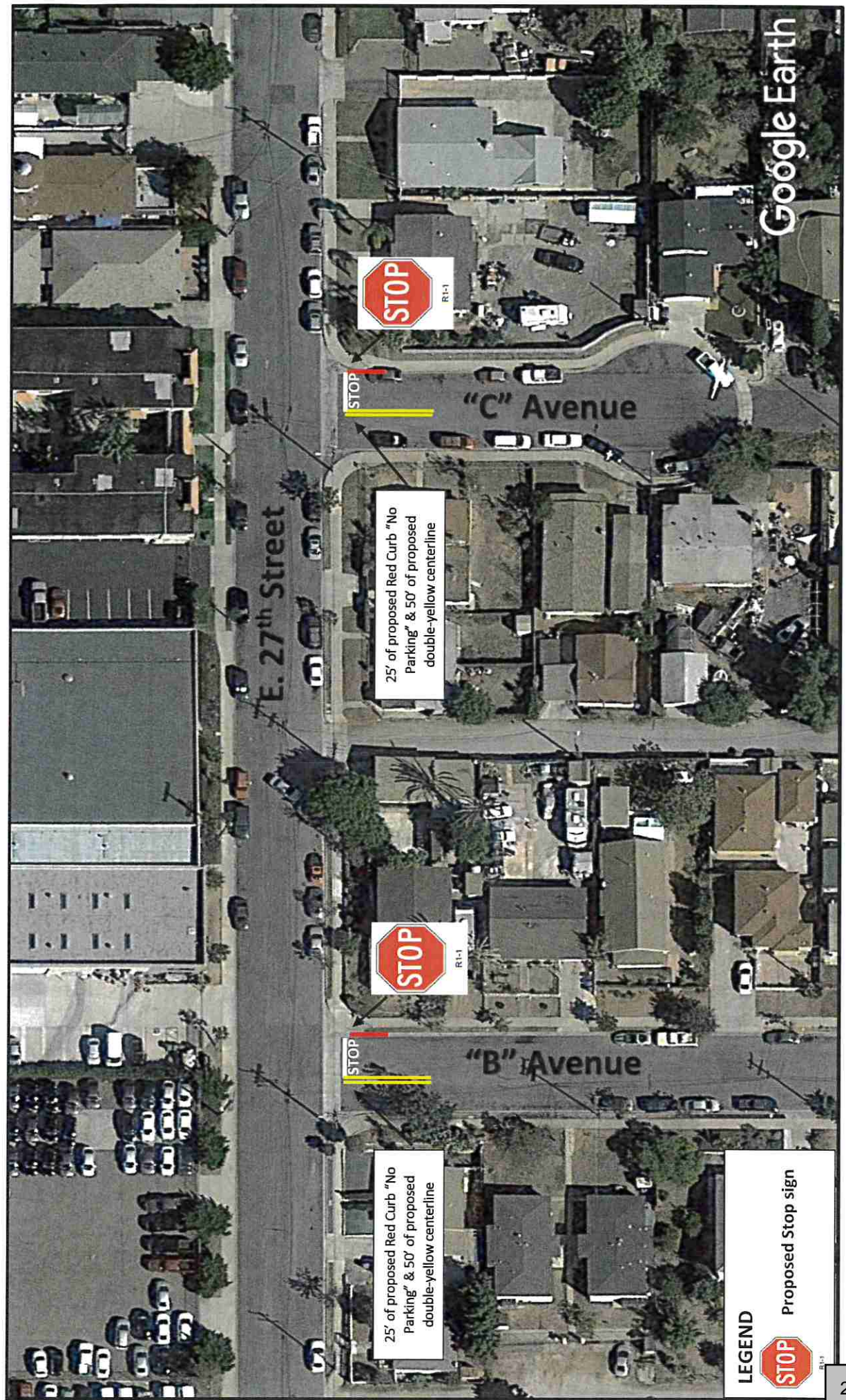
This item was presented to the Traffic Safety Committee on October 10, 2018. Public notices were mailed to area residents inviting them to attend the meeting. There were no members of the community present to speak on the item.

Staff presented the results of the site evaluation and after discussion, the Traffic Safety Committee voted to approve staff's recommendation for the following traffic safety enhancements:

1. Install one Stop control sign on "B" Avenue on the south side of E. 27th Street;
2. Install one Stop control sign on "C" Avenue on the south side of E. 27th Street;
3. Install 20 feet of red curb "No Parking" on "B" Avenue on the south side of E. 27th Street. This will result in the loss of one (1) on-street parallel parking space;
4. Install 20 feet of red curb "No Parking" on "C" Avenue on the south side of E. 27th Street. This will result in the loss of one (1) on-street parallel parking space;
5. Install 50 feet of double-yellow centerline on "B" Avenue on the south side of E. 27th Street;
6. Install 50 feet of double-yellow centerline on "C" Avenue on the south side of E. 27th Street;

If approved by City Council, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2018-30)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR OCTOBER 10, 2018**

ITEM NO. 2018-30

ITEM TITLE: **REQUEST TO INSTALL STOP CONTROL SIGNS FOR THE NORTHBOUND "B" AVENUE AND "C" AVENUE APPROACHES TO THE INTERSECTION WITH E. 27TH STREET IN ORDER TO ENHANCE SAFETY AT THE INTERSECTION.**

PREPARED BY: Luca Zappiello, Junior Engineer - Civil
Engineering & Public Works Department

DISCUSSION:

An area resident has requested to install Yield or Stop control signs at the intersections of "B" Avenue and E. 27th Street, "C" Avenue and E. 27th Street in order to enhance safety at the intersection.

Staff visited the site and confirmed that the intersections of "B" Avenue and E. 27th Street, "C" Avenue and E. 27th Street are "T" intersections. Staff also confirmed that currently both of the intersections do not have signed or marked control. E. 27th Street is a 2-lane local roadway with parking on both sides of the street and a posted speed limit of 25 mph. "B" Avenue and "C" Avenue are each 2-lane local roadways with on-street parking. "La Siesta" Way spans one block south of E. 27th Street, from E. 27th Street to E. 28th Street. "Valle Vista" Avenue ends in a cul-de-sac on the south of E. 20th Street.

Staff recommends the installation of a Stop Control sign at the two "T" intersections since vehicles travelling on the minor streets must make a complete stop before attempting to enter onto the major streets that have the right of way.

STAFF RECOMMENDATION:

Staff recommends the following traffic safety enhancements at the intersections of "B" Avenue and E. 27th Street, "C" Avenue and E. 27th Street:

1. Install one Stop control sign on "B" Avenue on the south side of E. 27th Street;
2. Install one Stop control sign on "C" Avenue on the south side of E. 27th Street;
3. Install 20 feet of red curb "No Parking" on "B" Avenue on the south side of E. 27th Street. This will result in the loss of one (1) on-street parallel parking space;
4. Install 20 feet of red curb "No Parking" on "C" Avenue on the south side of E. 27th Street. This will result in the loss of one (1) on-street parallel parking space;
5. Install 50 feet of double-yellow centerline on "B" Avenue on the south side of E. 27th Street;
6. Install 50 feet of double-yellow centerline on "C" Avenue on the south side of E. 27th Street;

EXHIBITS:

1. Correspondence;
2. Public Notice;
3. Location Map;
4. Photos.

2018-30



PUBLIC REQUEST FORM

Name: Anonymous

Address: _____

Phone: _____

Email: _____

Location: Intersection at 27th St & "B" Ave and E 27th St & "C" Ave

Request: Area residents brought a safety concern to City Engineering staff at the intersection at 27th St & "B" Ave and E 27th St & "C" Ave

Attachments: ☐ Yes ☐ No Description: _____

Request Received By: L. Zappiello Date: July 6, 2018

Received via: ☒ Counter/In-Person ☐ Telephone ☐ Email ☐ Fax ☐ Referral: _____

Assigned To: L.Zappiello

Notes: _____



October 4, 2018

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2018-30

REQUEST TO INSTALL STOP CONTROL SIGNS FOR THE NORTHBOUND "B" AVENUE AND "C" AVENUE APPROACHES TO THE INTERSECTION WITH E. 27TH STREET IN ORDER TO ENHANCE SAFETY AT THE INTERSECTION.

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, October 10, 2018, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

The City Hall is ADA compliance. Please note that there are two disabled persons parking spaces in front of City Hall on the east side of National City that provide direct access on the 2nd Floor of City Hall via a pedestrian bridge.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2018-30.

Sincerely,

Stephen Manganiello
City Engineer

SM:lz

Enclosure: Location Map

2018-30

Location Map with Recommended Enhancements (TSC Item: 2018-30)





Request to install Stop Control sign on "B" Avenue on the south side of E 27th Street (looking north)



Request to install Stop Control sign on "C" Avenue on the south side of E 27th Street (looking north)

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the City Manager to execute a Purchase and Sale Agreement and Joint Escrow Instructions for the sale of a 500 square foot parcel of vacant land located along "A" Avenue in front of 1835 "A" Avenue in National City to the Betty Winona McLintock Revocable Trust. \(Housing & Economic Development\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the City Manager to execute a Purchase and Sale Agreement and Joint Escrow Instructions for the sale of a 500 square foot parcel of vacant land located along "A" Avenue in front of 1835 "A" Ave in National City to the Betty Winona McLintock Revocable Trust.

PREPARED BY: Gregory Rose, Property Agent

PHONE: 619.336.4266

DEPARTMENT: Housing & Economic
Development

APPROVED BY: 

EXPLANATION:

There is a strip of City-owned property ("Property") along "A" Avenue (APN 560-210-44) that is 10 feet wide and 165 long fronting three privately owned lots (See Attachment 3). In 1959 the City Council closed and vacated the property as a public street. The Betty Winona McLintock Revocable Trust ("Buyer"), owner of 1835 "A" Avenue, has requested the purchase of a 50 foot strip of the Property which totals 500 sq.ft. in front of the Buyer's lot. The Buyer approached Engineering to create a separate legal parcel ("Parcel") that could be split from the other two portions of the Property. The parcel was appraised on 4/16/2016 for \$4,000. Due to staff capacity issues, the City took longer than is typical to effectuate the sale from the date of City's appraisal. At the time of the appraisal the owner agreed to pay the appraised value and has also agreed all escrow and closing fees up to \$2,000. The City has issued a separate legal description for the Parcel to be sold.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

The proceeds from the sale (\$4,000.00) will go to the Sales of Real Property Account. Account # 001-00000-3601.

ENVIRONMENTAL REVIEW:

Approval of the property transfer is not a "Project" under section 15378 of the California Environmental Quality Act ("CEQA") guidelines because the proposed action consists of an administrative activity that will not result in direct or indirect physical changes to the environment.

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Purchase and Sale Agreement
2. Property Appraisal
3. Plat Map
4. Resolution

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

A Avenue, National City, CA

This REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is dated as of November 20, 2018, and is entered into by and between the CITY OF NATIONAL CITY, a California municipal corporation ("**City**" or "**Seller**"), and the Betty Winona McLintock Revocable Trust ("**Buyer**").

RECITALS

WHEREAS, Seller owns the fee interest in that certain real property generally located along "A" Avenue, National City, California 91950, legally described and depicted in Exhibit A attached hereto and made a part hereof ("**Property**").

WHEREAS, Seller desires to cause the sale, assignment and transfer of its interest in and to the Property to Purchaser on the Closing Date (as hereinafter defined), in accordance with the terms and provisions of this Agreement, and Purchaser desires to purchase the Property from Seller on the Closing Date, upon the terms more particularly set forth in this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 **Definitions.** The following words, terms and phrases are used in this Agreement with the following meanings, unless the particular context or usage of a word, term or phrase requires another interpretation:

1.1.1 **Agreement.** This Real Property Purchase and Sale Agreement and Joint Escrow Instructions by and between Seller and Buyer, including all of the attached Exhibits.

1.1.2 **Approval.** Any approval, consent, certificate, ruling, authorization, or amendment to any of the foregoing, as shall be necessary or appropriate under any Law to complete the purchase and sale of the Property.

1.1.3 **Bankruptcy Law.** Title 11 of the United State Code or any other or successor State or Federal statute relating to assignment for the benefit of creditors, appointment of a receiver or trustee, bankruptcy, composition, insolvency, moratorium, reorganization, or similar matters.

1.1.4 **Bankruptcy Proceeding.** Any proceeding, whether voluntary or involuntary, under any Bankruptcy Law.

1.1.5 **Business Day.** Any weekday on which the Seller is open to conduct regular governmental functions.

1.1.6 **Buyer.** Betty Winona McLintock Revocable Trust, and any permitted assignee of or successor to the rights, powers, or responsibilities of Buyer under this Agreement.

1.1.7 **Buyer Title Policy.** A standard CLTA owners' policy of title insurance issued by the Title Company, with coverage in the amount of the Purchase Price, showing title to the Property vested in Buyer, subject to Permitted Exceptions.

1.1.8 **CEQA.** The California Environmental Quality Act, Public Resources Code Section 21000, *et seq.* and implementing regulations contained in Title 14, Chapter 3, Section 15000, *et seq.* of the California Code of Regulations.

1.1.9 **CEQA Documents.** Any exemption determination, any Negative Declaration (mitigated or otherwise) or any Environmental Impact Report (including any addendum or amendment to, or subsequent or supplemental Environmental Impact Report) required or permitted by any Government, pursuant to CEQA, to issue any discretionary Approval required to approve this Agreement.

1.1.10 **City or Seller.** The City of National City, a California municipal corporation, and any permitted assignee of or successor to the rights, powers, or responsibilities of Seller under this Agreement.

1.1.11 **City Manager.** The City Manager of Seller or her designee or successor in function.

1.1.12 **Claim.** Any claim, loss, cost, damage, expense, liability, lien, action, cause of action (whether in tort, contract, under statute, at law, in equity or otherwise), charge, award, assessment, fine or penalty of any kind (including consultant and expert fees and expenses and investigation costs of whatever kind or nature and, if an Indemnitor improperly fails to provide a defense for an Indemnitee, then Legal Costs of the Indemnitee) and any judgment.

1.1.13 **Close of Escrow.** The first date on which the Escrow Agent has filed the Grant Deed with the County for recording in the official records of the County.

1.1.14 **Control.** Possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by ownership or Equity Interests, by contract or otherwise.

1.1.15 **County.** The County of San Diego, California.

1.1.16 **Default.** An Escrow Default, a Monetary Default, or a Non-Monetary Default.

1.1.17 **Default Interest.** Interest at an annual rate equal to the lesser of (a) eight

percent (8%) per annum; or (b) the Usury Limit.

1.1.18 **Deposit.** Four hundred and No/100 Dollars (\$400.00).

1.1.19 **Due Diligence Materials.** All of the following: (a) the Preliminary Report; (b) any and all environmental reports relating to the Property in the possession of Seller; and (iii) copies of any and all material documents that pertain to the physical condition of the Property in the possession of Seller.

1.1.20 **Due Diligence Period.** The period of time commencing upon the Effective Date and expiring thirty (30) days thereafter.

1.1.21 **Effective Date.** Defined in Section 2 of this Agreement.

1.1.22 **Environmental Claim.** Any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements or expenses, including Legal Costs and fees and costs of environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever, directly or indirectly, relating to or arising from any actual or alleged violation of any Environmental Law or Hazardous Substance Discharge.

1.1.22 **Environmental Laws.** All Federal, State, local (including City) laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Government authority, now in effect or enacted after the Effective Date of this Agreement, regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use or pertaining to occupational health or industrial hygiene or occupational or environmental conditions on, under or about the Property, as now or may at any later time be in effect, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”) [42 U.S.C. § 9601 *et seq.*]; the Resource Conservation and Recovery Act of 1976 (“**RCRA**”) [42 U.S.C. § 6901 *et seq.*]; the Clean Water Act, also known as the Federal Water Pollution Control Act (“**FWPCA**”) [33 U.S.C. § 1251 *et seq.*]; the Toxic Substances Control Act (“**TSCA**”) [15 U.S.C. § 2601 *et seq.*]; the Hazardous Materials Transportation Act (“**HMTA**”) [49 U.S.C. § 1801 *et seq.*]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C. § 6901 *et seq.*]; the Clean Air Act [42 U.S.C. § 7401 *et seq.*]; the Safe Drinking Water Act [42 U.S.C. § 300f *et seq.*]; the Solid Waste Disposal Act [42 U.S.C. § 6901 *et seq.*]; the Surface Mining Control and Reclamation Act [30 U.S.C. § 101 *et seq.*]; the Emergency Planning and Community Right to Know Act [42 U.S.C. § 11001 *et seq.*]; the Occupational Safety and Health Act [29 U.S.C. §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health and Safety Code § 25300 *et seq.*]; the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code § 24249.5 *et seq.*]; or the Porter-Cologne Water Quality Act [California Water Code § 13000 *et seq.*]; together with any regulations promulgated under the authorities referenced in this Section.

1.1.23 **Equity Interest.** All or any part of any direct equity or ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest in a limited liability company, or other interest of an ownership or equity nature) in any entity, at any tier of ownership, that directly owns or holds any ownership or equity interest in a Person.

1.1.24 **Escrow.** An escrow, as defined in California Civil Code Section 1057 and California Financial Code Section 17003(a), that is conducted by the Escrow Agent with respect to the sale of the Property from Seller to Buyer pursuant to this Agreement.

1.1.25 **Escrow Agent.** Carla Burchard, Stewart Title of California, Inc., or such other Person mutually agreed upon in writing by both Seller and Buyer.

1.1.26 **Escrow Closing Date.** Subject to the immediately following paragraph and subject to satisfaction (or waiver by the benefitted Party or Parties) of all of the conditions to closing set forth in Sections 4.4 and 4.5, unless extended by the Parties as set forth in Section 4.9 below, the Escrow Closing Date shall occur on or before sixty (60) days following the Effective Date.

1.1.27 **Escrow Closing Statement.** A statement prepared by the Escrow Agent indicating, among other things, the Escrow Agent's estimate of all funds to be deposited or received by Seller or Buyer, respectively, and all charges to be paid by Seller or Buyer, respectively, through the Escrow.

1.1.28 **Escrow Default.** The unexcused failure of a Party to submit any document or funds to the Escrow Agent as reasonably necessary to close the Escrow, pursuant to the terms and conditions of this Agreement.

1.1.29 **Escrow Opening Date.** The first date on which a copy of this Agreement, signed by both Seller and Buyer, is deposited with the Escrow Agent, as provided in Section 3.1 of this Agreement.

1.1.30 **Event of Default.** The occurrence of any one or more of the following:

(a) *Monetary Default.* A Monetary Default that continues for fifteen (15) calendar days after Notice to the Party in Default, specifying in reasonable detail the amount of money not paid and the nature and calculation of each such amount or the bond, surety, or insurance not provided;

(b) *Escrow Closing Default.* An Escrow Default that continues for seven (7) calendar days after Notice to the Party in Default, specifying in reasonable detail the document or funds not submitted to the Escrow Agent;

(c) *Bankruptcy or Insolvency.* Buyer admits in writing that Buyer is unable to pay Buyer's debts as they become due or Buyer becomes subject to any Bankruptcy Proceeding, or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Buyer's assets or Buyer's interest in this Agreement or the Property;

(d) *Transfer.* The occurrence of a Transfer, whether voluntarily or involuntarily or by operation of Law, in violation of the terms or conditions of this Agreement;

(e) *Non-Monetary Default.* Any Non-Monetary Default, other than those specifically addressed in Subsections (c) or (d) above, that is not cured within fifteen (15)

calendar days after Notice to the Party in Default describing the Non-Monetary Default in reasonable detail. In the case of such a Non-Monetary Default that cannot with reasonable diligence be cured within fifteen (15) calendar days after the effective date of such Notice, an Event of Default shall occur, if the Party in Default does not do all of the following: (a) within fifteen (15) calendar days after Notice of such Non-Monetary Default, advise the other Party of the intention of the Party in Default to take all reasonable steps to cure such Non-Monetary Default; (b) duly commence such cure within such fifteen (15) calendar day period; and (c) diligently prosecute such cure to completion within a reasonable time under the circumstances.

1.1.31 **Federal.** The federal government of the United States of America.

1.1.32 **FIRPTA Affidavit.** A certification that Seller is not a "foreign person" within the meaning of such term under Section 1445 of the United States Internal Revenue Code.

1.1.33 **Form 593.** A California Franchise Tax Board Form 593-C.

1.1.34 **Government.** Any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever of any governmental unit (Federal, State, County, district, municipal, City or otherwise) whether now or later in existence. It is acknowledged that Seller is a form of Government.

1.1.36 **Grant Deed.** A grant deed conveying Seller's interest in the Property from Seller to Buyer, at the Close of Escrow, substantially in the form of **Exhibit "B"** attached to this Agreement and incorporated herein by this reference.

1.1.37 **Hazardous Substance.** Any flammable substance, explosive, radioactive material, asbestos, asbestos-containing material, polychlorinated biphenyl, chemical known to cause cancer or reproductive toxicity, pollutant, contaminant, hazardous waste, medical wastes, toxic substance or related material, petroleum, petroleum product and any "hazardous" or "toxic" material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (a) defined as a "hazardous substance" under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (b) designated as "hazardous substances" pursuant to 33 U.S.C. § 1321; (c) defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, as amended; (d) defined as a "hazardous substance" or "hazardous waste" under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. § 9601 *et seq.*, or any so-called "superfund" or "superlien" law; (e) defined as a "pollutant" or "contaminant" under 42 U.S.C. § 9601(33); (f) defined as "hazardous waste" under 40 C.F.R. Part 260; (g) defined as a "hazardous chemical" under 29 C.F.R. Part 1910; (h) any matter within the definition of "hazardous substance" set forth in 15 U.S.C. § 1262; (i) any matter, waste or substance regulated under the Toxic Substances Control Act ("TSCA") [15 U.S.C. Sections 2601 *et seq.*]; (j) any matter, waste or substance regulated under the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 *et seq.*; (k) those substances listed in the United States Department of Transportation (DOT) Table [49 C.F.R. 172.101]; (l) any matter, waste or substances designated by the EPA, or any successor authority, as a hazardous substance [40 C.F.R. Part 302]; (m) defined as "hazardous waste" in Section 25117 of the California Health and Safety Code; (n) defined as a "hazardous substance" in Section 25316 of the California Health

and Safety Code; (o) subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source; or (p) that is or becomes regulated or classified as hazardous or toxic under Law or in the regulations adopted pursuant to Law.

1.1.38 Hazardous Substance Discharge. Any deposit, discharge, generation, release or spill of a Hazardous Substance that occurs at, on, under, into or from the Property, or during transportation of any Hazardous Substance to or from the Property, or that arises at any time from any construction, installation, use or operation or other activities conducted at, on, under or from the Property, whether or not caused by a Party.

1.1.39 Indemnify. Where this Agreement states that any Indemnitor shall “indemnify” any Indemnitee from, against, or for a particular Claim, that the Indemnitor shall indemnify the Indemnitee and protect, defend and hold the Indemnitee harmless from and against such Claim (alleged or otherwise). “**Indemnified**” shall have the correlative meaning.

1.1.40 Indemnitee. Any Person entitled to be Indemnified under the terms of this Agreement.

1.1.41 Indemnitor. A Party that agrees to Indemnify any other Person under the terms of this Agreement.

1.1.42 Law. Every law, ordinance, requirement, order, proclamation, directive, rule or regulation of any Government applicable to the Property, in any way, including relating to any development, construction, use, maintenance, taxation, operation, occupancy of or environmental conditions affecting the Property or otherwise relating to this Agreement or any Party’s rights, obligations or remedies under this Agreement, or any Transfer of any of the foregoing, whether in force on the Effective Date or passed, enacted, modified, amended or imposed at some later time, subject in all cases, however, to any applicable waiver, variance or exemption.

1.1.43 Legal Costs. In reference to any Person, all reasonable costs and expenses such Person incurs in any legal proceeding or other matter for which such Person is entitled to be reimbursed for its Legal Costs, including reasonable attorneys’ fees, court costs and expenses and consultant and expert witness fees and expenses.

1.1.44 Lender. The holder of any Security Instrument and the successors and assigns of such holder.

1.1.45 Monetary Default. Any failure by either Party to pay or deposit, when and as this Agreement requires, any amount of money, bond, surety or evidence of any insurance coverage required to be provided under this Agreement, whether to or with a Party or a Third Person.

1.1.46 Non-Monetary Default. The occurrence of any of the following, except to the extent constituting a Monetary Default or an Escrow Default: (a) any failure of a Party to

perform any of such Party's obligations under this Agreement; (b) any failure of a Party to comply with any material restriction or prohibition in this Agreement; or (c) any other event or circumstance that, with passage of time or giving of Notice, or both, would constitute a breach of this Agreement by a Party.

1.1.47 **Notice.** Any consent, demand, designation, election, notice, or request relating to this Agreement, including any Notice of Default. All Notices must be in writing.

1.1.48 **Notice of Default.** Any Notice claiming or giving Notice of a Default.

1.1.49 **Notify.** To give a Notice.

1.1.50 **Parties.** Collectively, Seller and Buyer.

1.1.51 **Party.** Individually, either Seller or Buyer, as applicable.

1.1.52 **Permitted Exception.** All of the following: (a) the printed exceptions and exclusions in the Buyer Title Policy; (b) all items shown in the Preliminary Report as exceptions to coverage under the proposed Buyer Title Policy approved by Buyer, or deemed approved by Buyer, as provided in 3.3.3 below; (c) any lien for non-delinquent property taxes or assessments; (d) any Laws applicable to the Property; (e) this Agreement; (f) any existing improvements on the Property; (g) any Approval; (h) any other document or encumbrance expressly required or allowed to be recorded against the Property pursuant to the terms of this Agreement; and (i) all covenants, conditions, restrictions, reservations, rights, rights of way, easements, encumbrances, liens and other matters of record or that would be disclosed by an accurate inspection or survey of the Property.

1.1.55 **Person.** Any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization or other entity of any kind.

1.1.56 **Preliminary Report.** A preliminary report issued by the Title Company in contemplation of the issuance of the Buyer Title Policy, accompanied by the best available copies of all documents listed in the preliminary report as exceptions to coverage under the proposed Buyer Title Policy.

1.1.57 **Property.** That certain real property specifically described in **Exhibit "A"** attached to this Agreement and incorporated herein by this reference.

1.1.58 **Purchase Price.** Four Thousand and No/100 Dollars (\$4,000.00), which is the fair market value of the Property as of April 16, 2016, pursuant to that certain appraisal report conducted by George Hatch of George Hatch Appraisals.

1.1.59 **Real Estate Taxes.** All general and special real estate taxes (including taxes on fixtures and equipment, sales taxes, use taxes and the like), supplemental taxes, possessory interest taxes, special taxes imposed pursuant to a special taxing district, assessments, municipal water and sewer rents, rates and charges, excises, levies, license and permit fees, fines, penalties and other governmental charges and any interest or costs with respect thereto, general

and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever regarding the Property that may be assessed, levied, imposed upon, or become due and payable out of or in respect of, or charged with respect to or become a lien on, the Property.

1.1.60 **Seller Parties.** Collectively, the Seller, the Seller's governing body, and the Seller's elected officials, employees, agents and attorneys.

1.1.61 **State.** The State of California.

1.1.62 **Third Person.** Any Person that is not a Party, an Affiliate of a Party or an elected official, officer, director, manager, shareholder, member, principal, partner, employee or agent of a Party.

1.1.63 **Title Company.** Stewart Title of California, Inc., or such other Person mutually agreed upon in writing by both Seller and Buyer.

1.1.64 **Transfer.** Regarding any property, right or obligation, any of the following, whether by operation of Law or otherwise, whether voluntary or involuntary, and whether direct or indirect: (a) any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or any part of such property, right or obligation, or of any legal, beneficial, or equitable interest or estate in such property, right or obligation or any part of it (including the grant of any easement, lien, or other encumbrance); (b) any conversion, exchange, issuance, modification, reallocation, sale, or other transfer of any Equity Interest(s) in the owner of such property, right or obligation by the holders of such Equity Interest(s); or (c) any transaction that is in substance equivalent to any of the foregoing. A transaction affecting Equity Interests, as referred to in clauses (b) or (c) above of this Section, shall be deemed a Transfer by Buyer, even though Buyer is not technically the transferor. A "Transfer" shall not, however, include any of the following (provided that the other Party has received Notice of such occurrence) relating to the Property or any Equity Interest: (i) a mere change in the form of ownership with no material change in beneficial ownership and constitutes a tax-free transaction under Federal income tax law and the State real estate transfer tax law; (ii) a conveyance only to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit; or (iii) a conveyance only to a Person that, as of the Effective Date, holds an Equity Interest in the entity whose Equity Interest is being transferred.

1.1.65 **Unavoidable Delay.** A delay in either Party performing any obligation under this Agreement arising from or on account of any cause whatsoever beyond the Party's reasonable control, including strikes, labor troubles or other union activities, casualty, war, acts of terrorism, riots, litigation, governmental action or inaction, regional natural disasters or inability to obtain required materials. Unavoidable Delay shall not include delay caused by a Party's financial condition or insolvency.

1.1.66 **Usury Limit.** The highest rate of interest, if any, that Law allows under the circumstances.

2. **EFFECTIVE DATE**

This Agreement shall become effective on the date on which both of the following have occurred ("**Effective Date**"): (a) Seller has received three (3) counterpart originals of this Agreement signed by the authorized representative(s) of Buyer; and (b) this Agreement has been approved by Seller's governing

body and executed by Seller's City Manager.

3. PURCHASE AND SALE OF PROPERTY

3.1 Escrow. Seller shall sell and convey fee title to the Property to Buyer and Buyer shall purchase and acquire fee title to the Property from Seller, subject to the Permitted Exceptions and the terms and conditions of this Agreement. For the purposes of exchanging funds and documents to complete the sale of the Property from Seller to Buyer and the purchase of the Property by Buyer from Seller, pursuant to the terms and conditions of this Agreement, Seller and Buyer agree to open the Escrow with the Escrow Agent. The provisions of Section 4 of this Agreement are, and shall constitute, the joint escrow instructions of the Parties to the Escrow Agent for conducting the Escrow.

3.2 Consideration. Buyer shall purchase the Property from Seller for the Purchase Price, subject to the terms and conditions of this Agreement. Buyer shall deposit the Purchase Price into the Escrow, as follows:

3.2.1 **Deposit**. Upon the Escrow Opening Date, Buyer shall deposit the Deposit into the Escrow. The Deposit shall initially be refundable until the due diligence condition of Section 3.3 is satisfied, and thereafter shall be non-refundable unless this Agreement is thereafter terminated due to a Seller default, the failure of a Buyer's condition to Close of Escrow, a termination of this Agreement not due to Buyer's default, or as otherwise expressly provided in this Agreement. The Deposit shall be held in Escrow until the Close of Escrow and shall be applied to the Purchase Price.

3.2.2 **Remaining Purchase Price**. At lease one (1) Business Day before the Escrow Closing Date, Buyer shall deposit into the Escrow the amount of the Purchase Price less the amount of the Deposit.

3.3 Due Diligence.

3.3.1 To the extent in Seller's possession, immediately following the Effective Date Seller shall deliver to Buyer, without any representation or warranty by Seller, the Due Diligence Materials (except for the Preliminary Report, which shall be provided by the Title Company).

3.3.2 Prior to the expiration of the Due Diligence Period, Buyer shall have the right to review and approve or disapprove, in its discretion, at Buyer's sole cost and expense, any environmental reports, soils inspection, conditions of title, zoning, surveys, the Due Diligence Materials, and all other reports as Buyer may deem necessary or appropriate in connection with this Agreement. In the event Buyer finds the Property unsatisfactory for any reason, then prior to the expiration of the Due Diligence Period Buyer shall have the right to, by a writing delivered to Seller and Escrow Agent, terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Agent or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the Parties hereunder shall thereafter terminate and Buyer and Seller shall have no obligation to each other (except as otherwise set forth

herein).

3.3.3 If, prior to the expiration of the Due Diligence Period, Buyer disapproves by a writing delivered to Seller any matters of title shown in the Preliminary Report, then Seller may, within fourteen (14) business days after its receipt of Buyer's notice of disapproval, elect in writing to eliminate or ameliorate to Buyer's satisfaction the disapproved title matters. Failure of Buyer to give disapproval of any matters of title shown in the Preliminary Report on or before the expiration of the Due Diligence Period shall be deemed to constitute Buyer's approval of all matters of title in the Preliminary Report. If Seller does not elect to eliminate or ameliorate to Buyer's satisfaction any disapproved matters of title shown in the Preliminary Report, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Agent: (a) waive its prior disapproval, in which event the disapproved matters shall be deemed approved; or (ii) terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Agent or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the Parties hereunder shall thereafter terminate and Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein).

3.3.4 Upon the Effective Date of this Agreement until the expiration of the Due Diligence Period, subject to the provisions of this Section, Buyer may enter upon the Property to conduct any investigation, test, study or analysis related to the development of the Project. Buyer shall pay all costs with respect to such studies and tests and shall be solely responsible for the disposal of any soil samples (including any Hazardous Substance or other wastes in these samples), which obligation shall survive the termination of this Agreement. Buyer shall exercise due care, follow best commercial practices in connection with such entry and testing, and shall comply with all laws, ordinances, rules, regulations, orders and the like in connection with any entry onto or testing of the Property. Prior to any entry onto the Property, Buyer shall obtain and maintain, and shall require that its agents, consultants, contractors and representatives (collectively, the "Agents") to obtain and maintain in full force during the term of this Agreement, at Buyer's sole cost and expense, a policy of comprehensive liability insurance, including property damage, which will insure the City and its officers, members, employees and agents against liability for injury to persons, damage to property, and death of any person arising in connection with Buyer or its Agents entry upon the Property and/or conducting of tests or studies thereon. Prior to any entry onto the Property, the policy shall be approved in writing as to form and insurance (including approval of the insurance company) by the City. Buyer shall provide City with a copy of any insurance policy required hereunder, including an endorsement that states that the policy will not be cancelled except after thirty (30) days' notice in writing to City and names the additional insureds as required herein. Buyer shall provide City with evidence of such insurance coverage prior to any entry onto the Property by Buyer or its Agents. Following any such tests or studies, Buyer shall leave the Property in substantially similar condition as of the Effective Date of this Agreement, and Buyer shall indemnify, defend and hold harmless City and its officers, members, employees and agents and the Property from and against any liabilities, claims, damages (including injury or damage to person or property), losses, costs, expenses and fees (including reasonable attorneys' and experts' fees and costs) relating to or resulting from the entry, inspections and studies conducted by Buyer and its Agents on, under, or about the Property. The foregoing indemnity shall survive beyond the Closing, or, if the sale is not consummated, beyond the termination of this Agreement.

3.3.5 If, prior to the expiration of the Due Diligence Period, Buyer disapproves of the condition of the Property, then Buyer shall have the right to, by a writing delivered to Seller and Escrow Agent, terminate this Agreement and the Escrow created pursuant thereto, in which event Buyer shall be entitled to the return of all monies previously deposited with Escrow Agent or released to Seller pursuant to this Agreement, and the Escrow and the rights and obligations of the Parties hereunder shall thereafter terminate and Buyer and Seller shall have no obligation to each other (except as otherwise set forth herein).

3.3.6 In the event of a termination of this Agreement pursuant to this Section, notwithstanding any other provision of this Agreement to the contrary, Buyer shall pay all escrow fees and costs.

3.4 "AS-IS" Acquisition. The Close of Escrow shall evidence Buyer's unconditional and irrevocable acceptance of the Property in the Property's AS IS, WHERE IS, SUBJECT TO ALL FAULTS CONDITION, AS OF THE CLOSE OF ESCROW, WITHOUT WARRANTY as to character, quality, performance, condition, title, physical condition, soil conditions, the presence or absence of fill, shoring or bluff stability or support, subsurface or lateral support, zoning, land use restrictions, the availability or location of utilities or services, the location of any public infrastructure on or off of the Property (active, inactive or abandoned), the suitability of the Property or the existence or absence of Hazardous Substances affecting the Property and with full knowledge of the physical condition of the Property, the nature of Seller's interest in and use of the Property, all laws applicable to the Property and any and all conditions, covenants, restrictions, encumbrances and all matters of record relating to the Property. The Close of Escrow shall further constitute Buyer's representation and warranty to Seller that: (a) Buyer has had ample opportunity to inspect and evaluate the Property and the feasibility of the uses and activities Buyer is entitled to conduct on the Property; (b) Buyer is relying entirely on Buyer's experience, expertise and Buyer's own inspection of the Property in the Property's current state in proceeding with acquisition of the Property; (c) Buyer accepts the Property in the Property's present condition; (d) to the extent that Buyer's own expertise with respect to any matter regarding the Property is insufficient to enable Buyer to reach an informed conclusion regarding such matter, Buyer has engaged the services of Persons qualified to advise Buyer with respect to such matters; (e) Buyer has received assurances acceptable to Buyer by means independent of Seller or Seller's agents of the truth of all facts material to Buyer's acquisition of the Property pursuant to this Agreement; and (f) the Property is being acquired by Buyer as a result of Buyer's own knowledge, inspection and investigation of the Property and not as a result of any representation made by Seller or Seller's agents relating to the condition of the Property, unless such statement or representation is expressly and specifically set forth in this Agreement. Seller hereby expressly and specifically disclaims any express or implied warranties regarding the Property.

3.5 Reservations. The approval of this Agreement by Seller shall not be binding on the City Council of the City or any commission, committee, board or body of the City regarding any other Approvals required by such bodies. No action by Seller with reference to this Agreement or any related documents shall be deemed to constitute issuance or waiver of any required Approvals regarding the Property or Buyer.

3.6 Non-Discrimination.

3.6.1 Buyer herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Buyer, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Buyer itself, or any person claiming under or through Buyer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property. The foregoing covenants shall run with the land.

3.6.2 Buyer herein further covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through Buyer, that there shall be no discrimination on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of any contractors or consultants, to participate in subcontracting/subconsulting opportunities.

3.6.3 Buyer understands and agrees that violation of any Subsection of this Section 3.6 shall be considered a material breach of this Agreement and may result in termination, debarment or other sanctions.

3.7 Form of Nondiscrimination and Nonsegregation Clauses. All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

3.7.1 (a) (1) **In deeds:** "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property herein conveyed. The foregoing covenants shall run with the land."

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall also apply to the above paragraph.

3.7.2 (a) (1) **In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Property herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Property herein leased."

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the above paragraph.

3.7.3 **In contracts:** "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the grantee or transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property."

3.8 Effect and Duration of Covenants. The covenants established in this Agreement shall run with the land, without regard to technical classification and designation, and shall be for the benefit and in favor of and enforceable against the original Buyer, or if the Buyer is no longer the owner, then against its successors in interest, assigns and heirs. Unless set forth otherwise, the covenants described in Section 3.7 shall commence upon the Close of Escrow and shall be set forth and shall run for the time periods set forth in the applicable Grant Deed.

4. JOINT ESCROW INSTRUCTIONS

4.1 Opening of Escrow. The purchase and sale of the Property shall take place through the Escrow to be conducted by Escrow Agent. Escrow shall be deemed opened when a fully signed copy of this Agreement has been delivered to Escrow Agent. Escrow Agent shall confirm the Escrow Opening Date in writing to each of the Parties, with a copy of the Escrow Agent Consent signed by the authorized representative(s) of the Escrow Agent.

4.2 Escrow Instructions. This Section 4 constitutes the joint escrow instructions of the Parties to Escrow Agent for conduct of the Escrow for the purchase and sale of the Property,

as contemplated by this Agreement. Buyer and Seller shall sign such further escrow instructions consistent with the provisions of this Agreement as may be reasonably requested by Escrow Agent. In the event of any conflict between the provisions of this Agreement and any further escrow instructions requested by Escrow Agent, the provisions of this Agreement shall control.

4.3 Escrow Agent Authority. Seller and Buyer authorize Escrow Agent to:

4.3.1 **Charges.** Pay and charge Seller and Buyer for their respective shares of the applicable fees, taxes, charges and costs payable by either Seller or Buyer regarding the Escrow;

4.3.2 **Settlement/Closing Statements.** Release each Party's Escrow Closing Statement to the other Party;

4.3.3 **Document Recording.** File any documents delivered for recording through the Escrow with the office of the Recorder of the County for recordation in the official records of the County, pursuant to the joint instructions of the Parties; and

4.3.4 **Counterpart Documents.** Utilize documents signed by Seller or Buyer in counterparts, including attaching separate signature pages to one original of the same document.

4.4 Buyer's Conditions Precedent to Close of Escrow. Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by Buyer, Buyer's obligation to purchase the Property from Seller on the Escrow Closing Date shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by Buyer) of each of the following conditions on or before the Escrow Closing Date:

4.4.1 **Title Policy.** Title Company has agreed to issue the Buyer Title Policy to Buyer upon payment of Title Company's premium for such policy;

4.4.2 **CEQA Documents.** Adoption, approval or certification of the CEQA Documents by each applicable Government;

4.4.3 **Seller Escrow Deposits.** Seller deposits all of the items into Escrow required by Section 4.7 of this Agreement;

4.4.4 **Settlement/Closing Statement.** Buyer reasonably approves Buyer's Escrow Closing Statement; and

4.4.5 **Seller Pre-Closing Obligations.** Seller performs all of Seller's material obligations required to be performed by Seller pursuant to this Agreement prior to the Close of Escrow.

4.5 Seller's Conditions Precedent to Close of Escrow. Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by Seller, Seller's obligation to sell the Property to Buyer on the Escrow Closing Date shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by Seller) of each of the

following conditions precedent on or before the Escrow Closing Date:

4.5.1 **CEQA Documents.** Adoption, approval or certification of the CEQA Documents by each applicable Government;

4.5.2 **Buyer Escrow Deposits.** Buyer deposits all of the items into Escrow required by Section 4.6 of this Agreement;

4.5.3 **Settlement/Closing Statement.** Seller reasonably approves Seller's Escrow Closing Statement; and

4.5.4 **Title Policy.** The Company has agreed to issue the Buyer Title Policy to Buyer upon payment of Title Company's premium for such policy;

4.5.5 **Buyer Pre-Closing Obligations.** Buyer performs all of Buyer's material obligations required to be performed by Buyer pursuant to this Agreement prior to Close of Escrow.

4.6 **Buyer's Escrow Deposits.** Buyer shall deposit the following items into Escrow and, concurrently, provide a copy of each document submitted into Escrow to Seller, at least one (1) Business Day prior to the Escrow Closing Date:

4.6.1 **Closing Funds.** All amounts required to be deposited into Escrow by Buyer under the terms of this Agreement to close the Escrow;

4.6.2 **Certificate of Grant Deed Acceptance.** The Certificate of Acceptance attached to the Grant Deed signed by Buyer in recordable form;

4.6.3 **Escrow Closing Statement.** The Buyer's Escrow Closing Statement signed by the authorized representative(s) of Buyer; and

4.6.4 **Other Reasonable Items.** Any other documents or funds required to be delivered by Buyer under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow or comply with applicable Law that have not previously been delivered by Buyer.

4.7 **Seller's Escrow Deposits.** Seller shall deposit the following documents into Escrow and, concurrently, provide a copy of each document deposited into Escrow to Buyer, at least one (1) Business Day prior to the Escrow Closing Date:

4.7.1 **Grant Deed.** The Grant Deed signed by the authorized representative(s) of Seller in recordable form;

4.7.2 **Escrow Closing Statement.** The Seller's Escrow Closing Statement signed by the authorized representative(s) of Seller;

4.7.3 **FIRPTA Affidavit.** A FIRPTA affidavit signed by the authorized representative(s) of Seller, in the form used by the Escrow Agent;

4.7.4 **Form 593.** A Form 593 signed by the authorized representative(s) of Seller; and

4.7.5 **Other Reasonable Items.** Any other documents or funds required to be delivered by Seller under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow or comply with applicable Law that have not been previously delivered by Seller.

4.8 **Closing Procedure.** When each of Buyer's Escrow deposits, as set forth in Section 4.6 of this Agreement, and each of Seller's Escrow deposits as set forth in Section 4.7 of this Agreement, are deposited into Escrow, Escrow Agent shall request confirmation in writing from both Buyer and Seller that each of their respective conditions precedent to the Close of Escrow, as set forth in Sections 4.4 and 4.5, respectively, are satisfied or waived. Upon Escrow Agent's receipt of written confirmation from both Buyer and Seller that each of their respective conditions precedent to the Close of Escrow are satisfied or waived, Escrow Agent shall close the Escrow by doing all of the following:

4.8.1 **Recording and Distribution of Documents.** Escrow Agent shall cause the following documents to be filed with the Recorder of the County for recording in the official records of the County regarding the Property in the following order of priority at Close of Escrow: (a) the Grant Deed; and (b) any other documents to be recorded regarding the Property through the Escrow upon the joint instructions of the Parties. At Close of Escrow, Escrow Agent shall deliver conformed copies of all documents filed for recording with in the official records of the County through the Escrow to Seller, Buyer and any other Person designated in the written joint escrow instructions of the Parties to receive an original or conformed copy of each such document. Each conformed copy of a document filed for recording by Escrow Agent pursuant to this Agreement shall show all recording information. The Parties intend and agree that this Section 4.8.1 shall establish the relative priorities of the documents to be recorded in the official records of the County through the Escrow, by providing for recordation of senior interests prior to junior interests, in the order provided in this Section 4.8.1;

4.8.2 **Funds.** Distribute all funds held by the Escrow Agent pursuant to the Escrow Closing Statements approved in writing by Seller and Buyer, respectively;

4.8.3 **FIRPTA Affidavit.** File the FIRPTA Affidavit with the United States Internal Revenue Service;

4.8.4 **Form 593.** File the Form 593 with the California Franchise Tax Board; and

4.8.5 **Title Policy.** Obtain from the Title Company and deliver to Buyer the Buyer Title Policy issued by the Title Company, with a copy delivered to Seller.

4.9 **Close of Escrow.** The Close of Escrow shall occur on or before the Escrow Closing Date. The City Manager in his or her sole and absolute discretion, acting on behalf of the Seller, is authorized to agree to one or more extensions of the Escrow Closing Date on behalf of Seller up to a maximum time period extension of sixty (60) days in the aggregate outside Escrow

Closing Date set forth in Section 1.1.26. If for any reason (other than a Default or Event of Default by such Party) the Close of Escrow has not occurred on or before the Escrow Closing Date, then any Party not then in Default under this Agreement may cancel the Escrow and terminate this Agreement, without liability to the other Party or any other Person for such cancellation and termination, by delivering Notice of termination to both the other Party and Escrow Agent. Following any such Notice of termination of this Agreement and cancellation of the Escrow, the Parties and Escrow Agent shall proceed pursuant to Section 4.13 of this Agreement. Without limiting the right of either Party to cancel the Escrow and terminate this Agreement pursuant to this Section 4.9, if the Escrow does not close on or before the Escrow Closing Date and neither Party has exercised its contractual right to cancel the Escrow and terminate this Agreement under this Section 4.9 before the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement, then the Escrow shall close as soon as reasonably possible following the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement.

4.10 Escrow Costs. Escrow Agent shall Notify Buyer and Seller of the costs to be borne by each of them at the Close of Escrow by delivering an Escrow Closing Statement to both Seller and Buyer at least four (4) Business Days prior to the Escrow Closing Date. Each Party shall pay its own costs and expenses arising in connection with the Close of Escrow (including, without limitation, its own attorneys' and advisors' fees, charges, and disbursements), except the following costs ("**Closing Costs**"), which shall be allocated between the Parties as follows:

(a) Escrow Agent charges for the conduct of the Escrow shall be paid by Buyer;

(b) The cost of the Buyer Title Policy attributable to the standard coverage portion shall be paid by Buyer;

(c) The cost of the Buyer Title Policy attributable to the extended coverage portion or any additional coverage and any endorsements shall be paid by Buyer;

(d) The cost of any and all State, County, or City documentary stamps or transfer taxes regarding the conveyance of the Property through the Escrow shall be paid by Buyer;

(e) The cost of any recording fees in connection with the recording of any documents in the official records of the County for the Close of Escrow and any and all other charges, fees, and taxes levied by each and every Government relative to the conveyance of the Property through Escrow shall be paid by Buyer;

(f) Ad valorem taxes and assessments, if any, upon the Property, prior to the conveyance of title of the Property to Buyer shall be paid by Seller, and after the conveyance of title of the Property to Buyer shall be paid by Buyer consistent with Section 4.11 of this Agreement; and

(g) All other closing fees and costs shall be charged to and paid by Buyer in accordance with customary practices in the County.

4.11 Allocation of Taxes. Real Estate Taxes relating to the Property, if any, shall be prorated between Seller and Buyer as of Midnight on the date prior to the Close of Escrow.

4.12 Escrow Cancellation Charges. If the Escrow fails to close due to Seller's Default under this Agreement, Seller shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. If the Escrow fails to close due to Buyer's Default under this Agreement, Buyer shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. Except as set forth in Section 3.3., above, if the Escrow fails to close for any reason other than the Default of either Buyer or Seller, Buyer and Seller shall each pay one-half (1/2) of any ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively.

4.13 Escrow Cancellation. If this Agreement is terminated pursuant to a contractual right granted to a Party in this Agreement to terminate this Agreement (other than due to an Event of Default by the other Party), the Parties shall do all of the following:

4.13.1 **Cancellation Instructions**. The Parties shall, within three (3) Business Days following Escrow Agent's written request, sign any reasonable Escrow cancellation instructions requested by Escrow Agent;

4.13.2 **Return of Funds and Documents**. Within ten (10) Business Days following receipt by the Parties of a settlement statement of Escrow and title order cancellation charges from Escrow Agent (if any) or within twenty (20) calendar days following Notice of termination, whichever is earlier: (a) Buyer or Escrow Agent shall return to Seller all documents previously delivered by Seller to Buyer or Escrow Agent, respectively, regarding the Property or the Escrow; (b) Seller or Escrow Agent shall return to Buyer all documents previously delivered by Buyer to Seller or Escrow Agent, respectively, regarding the Property or the Escrow; (c) Escrow Agent shall, unless otherwise expressly provided in this Agreement, return to Buyer all funds deposited in Escrow by Buyer, less Buyer's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Sections 3.3 and 4.12 of this Agreement; and (d) Escrow Agent shall, unless otherwise provided in this Agreement, return to Seller all funds deposited in Escrow by Seller, less Seller's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 4.12 of this Agreement.

4.14 Report to IRS. After the Close of Escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service under applicable Federal law, if such report is required pursuant to Internal Revenue Code Section 6045(e), Escrow Agent shall report the gross proceeds of the purchase and sale of the Property to the Internal Revenue Service on Form 1099-B, W-9 or such other form(s) as may be specified by the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e). Concurrently with the filing of such reporting form with the Internal Revenue Service, Escrow Agent shall deliver a copy of the filed form to both Seller and Buyer.

4.15 Condemnation. If any material portion of the Property, or any interest in any portion of the Property, is taken by condemnation prior to the Close of Escrow by any condemning authority other than Seller, including, without limitation, the filing of any notice of intended condemnation or proceedings in the nature of eminent domain, commenced by any governmental authority, other than Seller, Seller shall immediately give Buyer Notice of such occurrence, and Buyer shall have the option, exercisable within ten (10) Business Days after receipt of such Notice from Seller, to either: (i) terminate this Agreement; or (ii) continue with this Agreement in accordance with its terms, in which event Seller shall assign to Buyer any right of Seller to receive any condemnation award attributable to the Property.

5. **REMEDIES AND INDEMNITY**

5.1 BUYER'S RIGHT TO SPECIFIC PERFORMANCE AND LIMITATION ON RECOVERY OF DAMAGES.

5.1.1 **ELECTION OF REMEDIES.** DURING THE CONTINUANCE OF AN EVENT OF DEFAULT BY SELLER UNDER THIS AGREEMENT PRIOR TO THE CLOSING, BUYER SHALL BE ENTITLED TO THE FOLLOWING REMEDIES: (1) AN ACTION AGAINST SELLER FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT AND A RIGHT TO COLLECT ANY DIRECT DAMAGES; OR (2) TERMINATION OF THIS AGREEMENT AND AN ACTION TO RECOVER THE DEPOSIT AND ANY DIRECT DAMAGES SUCH AS COSTS IN NEGOTIATING AND PERFORMING WITH RESPECT TO THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER UNDER THIS AGREEMENT FOR ANY AMOUNT EXCEEDING THE AMOUNT SET FORTH IN THIS SECTION 5.1.1, ANY SPECULATIVE, CONSEQUENTIAL, COLLATERAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR FOR ANY LOSS OF PROFITS SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY BUYER.

5.1.2 **WAIVER OF RIGHTS.** SELLER AND BUYER EACH ACKNOWLEDGE AND AGREE THAT SELLER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT IF SELLER WERE TO BE LIABLE TO BUYER FOR ANY MONETARY DAMAGES, MONETARY RECOVERY OR ANY REMEDY DURING THE CONTINUANCE OF AN EVENT OF DEFAULT UNDER THIS AGREEMENT BY SELLER, OTHER THAN SPECIFIC PERFORMANCE OF THIS AGREEMENT OR TERMINATION OF THIS AGREEMENT AND PAYMENT OF THE AMOUNT SPECIFIED IN SECTION 5.1.1 OF THIS AGREEMENT. ACCORDINGLY, SELLER AND BUYER AGREE THAT THE REMEDIES SPECIFICALLY PROVIDED FOR IN SECTION 5.1.1 OF THIS AGREEMENT ARE REASONABLE AND SHALL BE BUYER'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES DURING THE CONTINUANCE OF AN EVENT OF DEFAULT UNDER THIS AGREEMENT BY SELLER. BUYER WAIVES ANY RIGHT TO PURSUE ANY REMEDY OR DAMAGES AGAINST SELLER ARISING FROM OR RELATING TO THIS AGREEMENT OTHER THAN THOSE SPECIFICALLY PROVIDED IN SECTION 5.1.1 OF THIS AGREEMENT.

5.1.3 **CALIFORNIA CIVIL CODE SECTION 1542 WAIVER.** BUYER ACKNOWLEDGES THE PROTECTIONS OF CALIFORNIA CIVIL CODE SECTION 1542 REGARDING THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 5.1, WHICH CIVIL CODE SECTION READS AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

5.1.4 ACKNOWLEDGMENT. BY INITIALING BELOW, BUYER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 AND ALL OTHER STATUTES AND JUDICIAL DECISIONS (WHETHER STATE OR FEDERAL) OF SIMILAR EFFECT SOLELY REGARDING THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 5.1.



Initials of Authorized
Buyer representative(s)

5.1.5 STATEMENT OF INTENT. CALIFORNIA CIVIL CODE SECTION 1542 NOTWITHSTANDING, IT IS THE INTENTION OF BUYER TO BE BOUND BY THE LIMITATIONS ON DAMAGES AND REMEDIES SET FORTH IN THIS SECTION 5.1, AND BUYER HEREBY RELEASES ANY AND ALL CLAIMS AGAINST SELLER FOR MONETARY DAMAGES, MONETARY RECOVERY OR OTHER LEGAL OR EQUITABLE RELIEF RELATED TO ANY EVENT OF DEFAULT UNDER THIS AGREEMENT BY SELLER, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 5.1, WHETHER OR NOT ANY SUCH RELEASED CLAIMS WERE KNOWN OR UNKNOWN TO BUYER AS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

5.2 LIQUIDATED DAMAGES TO SELLER. IF THE CLOSE OF ESCROW DOES NOT OCCUR ON OR BEFORE THE ESCROW CLOSING DATE DUE TO BUYER'S DEFAULT, THEN SELLER SHALL RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES. THE AMOUNT OF THE DEPOSIT IS THE REASONABLE ESTIMATE BY THE PARTIES OF THE DAMAGES SELLER WOULD SUFFER FROM SUCH DEFAULT, IT BEING AGREED THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE AND IMPRACTICABLE, TO FIX THE EXACT AMOUNT OF DAMAGE THAT WOULD BE INCURRED BY SELLER AS A RESULT OF SUCH DEFAULT BY BUYER. UPON SUCH A DEFAULT BY BUYER, ESCROW SHALL BE CANCELED AND THE PARTIES SHALL PROCEED IN ACCORDANCE WITH SECTION 4.12 OF THIS AGREEMENT. IN ADDITION, IF ALL OR ANY PORTION OF THE DEPOSIT HAS BEEN DEPOSITED INTO ESCROW BY BUYER, ESCROW AGENT IS HEREBY IRREVOCABLY INSTRUCTED BY BUYER AND SELLER TO DISBURSE THE DEPOSIT TO SELLER AS LIQUIDATED DAMAGES FOR BUYER'S DEFAULT UNDER THIS AGREEMENT AND FAILURE TO COMPLETE THE PURCHASE OF THE PREMISES, PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, *ET. SEQ.*

5.3 Legal Actions. Either Party may institute legal action, at law or in equity, to enforce or interpret the rights or obligations of the Parties under this Agreement or recover

damages, subject to the provisions of Section 5.1 or Section 5.2 of this Agreement, as applicable.

5.4 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this Agreement are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies for the same Default or the same rights or remedies for any other Default by the other Party.

6. GENERAL PROVISIONS

6.1 Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

6.2 Notices, Demands and Communications Between the Parties.

6.2.1 **Delivery.** Any and all Notices submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper, if in writing and sent by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) delivery service (i.e., United Parcel Service, Federal Express, etc.) or by registered or certified United States mail, postage prepaid, return receipt requested, to the address of the recipient Party, as designated below in Section 6.2.2. Notice may be sent in the same manner to such other addresses as either Party may from time to time designate by Notice in accordance with this Section 6.2. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that the Notice is sent by messenger for immediate personal delivery, one Business Day after delivery to a nationally recognized overnight delivery service or three (3) calendar days after the Notice is placed in the United States mail in accordance with this Section 6.2. Any attorney representing a Party may give any Notice on behalf of such Party.

6.2.2 **Addresses.** The Notice addresses for the Parties, as of the Effective Date of this Agreement, are as follows:

To Buyer: Betty Winona McLintock Revocable Trust
2038 Euclid Avenue
National City, California 91950

To Seller: City of National City
1243 National City Boulevard
National City, California 91950
Attention: City Manager

With a Copy to: Angil Morris-Jones, City Attorney
City of National City
1243 National City Boulevard
National City, California 91950

6.3 Relationship of Parties. The Parties each intend and agree that Seller and Buyer

are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture or similar business arrangement, relationship or association between them.

6.4 Warranty Against Payment of Consideration for Agreement. Buyer represents and warrants to Seller that: (a) Buyer has not employed or retained any Person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Buyer and Third Persons to whom fees are paid for professional services related to the documentation of this Agreement; and (b) no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by Buyer or any of Buyer's agents, employees or representatives to any elected or appointed official or employee of the Seller in an attempt to secure this Agreement or favorable terms or conditions for this Agreement. Breach of the representations or warranties of this Section 6.4 shall entitle Seller to terminate this Agreement and cancel the Escrow (if open) upon seven (7) calendar days Notice to Buyer and, if the Escrow is open, to Escrow Agent. Upon any such termination of this Agreement, Buyer shall immediately refund any payments made to or on behalf of Buyer by Seller pursuant to this Agreement or otherwise related to the Property, any Approval or any CEQA Document, prior to the date of such termination.

6.5 Calculation of Time Periods. Unless otherwise specified, all references to time periods in this Agreement measured in days shall be to consecutive calendar days, all references to time periods in this Agreement measured in months shall be to consecutive calendar months and all references to time periods in this Agreement measured in years shall be to consecutive calendar years. Any reference to Business Days in this Agreement shall mean consecutive Business Days.

6.6 Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting and revision of this Agreement, with advice from legal or other counsel and advisers of their own selection. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words "include" and "including" in this Agreement shall be construed to be followed by the words "without limitation". Each collective noun in this Agreement shall be interpreted as if followed by the words "(or any part of it)", except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. The word "or" in this Agreement includes the word "and". Every reference to a law, statute, regulation, order, form or similar governmental requirement refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

6.7 Governing Law. The procedural and substantive laws of the State shall govern the interpretation and enforcement of this Agreement, without application of conflicts or choice of laws principles or statutes. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the County of San Diego, State of California. All legal actions arising from this Agreement shall be filed in the Superior Court of the State in and for the County or in the United States District Court with jurisdiction in

the County.

6.8 Unavoidable Delay; Extension of Time of Performance.

6.8.1 **Notice.** Subject to any specific provisions of this Agreement stating that they are not subject to Unavoidable Delay or otherwise limiting or restricting the effects of an Unavoidable Delay, performance by either Party under this Agreement shall not be deemed or considered to be in Default, where any such Default is due to the occurrence of an Unavoidable Delay. Any Party claiming an Unavoidable Delay shall Notify the other Party: (a) within three (3) calendar days after such Party knows of any such Unavoidable Delay; and (b) within three (3) calendar days after such Unavoidable Delay ceases to exist. To be effective, any Notice of an Unavoidable Delay must describe the Unavoidable Delay in reasonable detail. The Party claiming an extension of time to perform due to an Unavoidable Delay shall exercise commercially reasonable efforts to cure the condition causing the Unavoidable Delay, within a reasonable time. The extension of time for performance under this Agreement resulting from the occurrence of an Unavoidable Delay shall commence on the date of occurrence of the condition causing the Unavoidable Delay and shall, except for a legal action described in Section 6.12 of this Agreement, in no event be longer than ninety (90) calendar days after written Notice is received by a Party from the other Party of the occurrence of such an Unavoidable Delay.

6.8.2 **Assumption of Economic Risks.** EACH PARTY EXPRESSLY AGREES THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, OF EITHER PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMAND OR CHANGES IN THE ECONOMIC ASSUMPTIONS OF EITHER PARTY THAT MAY HAVE PROVIDED A BASIS FOR ENTERING INTO THIS AGREEMENT SHALL NOT OPERATE TO EXCUSE OR DELAY THE PERFORMANCE OF EACH AND EVERY ONE OF EACH PARTY'S OBLIGATIONS AND COVENANTS ARISING UNDER THIS AGREEMENT. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, THE PARTIES EXPRESSLY ASSUME THE RISK OF UNFORESEEABLE CHANGES IN ECONOMIC CIRCUMSTANCES OR MARKET DEMAND OR CONDITIONS AND WAIVE, TO THE GREATEST EXTENT ALLOWED BY LAW, ANY DEFENSE, CLAIM, OR CAUSE OF ACTION BASED IN WHOLE OR IN PART ON ECONOMIC NECESSITY, IMPRACTICABILITY, CHANGED ECONOMIC CIRCUMSTANCES, FRUSTRATION OF PURPOSE, OR SIMILAR THEORIES. THE PARTIES AGREE THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, EITHER OF THE PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMANDS, SHALL NOT OPERATE TO EXCUSE OR DELAY THE STRICT OBSERVANCE OF EACH AND EVERY ONE OF THE OBLIGATIONS, COVENANTS, CONDITIONS AND REQUIREMENTS OF THIS AGREEMENT. THE PARTIES EXPRESSLY ASSUME THE RISK OF SUCH ADVERSE ECONOMIC OR MARKET CHANGES, WHETHER OR NOT FORESEEABLE AS OF THE EFFECTIVE DATE.

Initials of Authorized
Seller Representative(s)



Initials of Buyer

6.9 Tax Consequences. Buyer acknowledges and agrees that Buyer shall bear any and all responsibility, liability, costs or expenses connected in any way with any tax consequences experienced by Buyer related to this Agreement.

6.10 Real Estate Commissions.

6.10.1 **Seller Warranty.** Seller: (a) represents and warrants that Seller did not engage or deal with any broker or finder in connection with this Agreement, and no Person is entitled to any commission or finder's fee regarding this Agreement on account of any agreement or arrangement made by Seller; and (b) shall Indemnify Buyer against any breach of the representation and warranty set forth in Subsection (a) of this Section 6.10.1.

6.10.2 **Buyer Warranty.** Buyer: (a) represents and warrants that Buyer did not engage or deal with any broker or finder in connection with this Agreement, and no Person is entitled to any commission or finder's fee regarding this Agreement on account of any agreement or arrangement made by Buyer; and (b) shall Indemnify Seller against any breach of the representation and warranty set forth in Subsection (a) of this Section 6.10.2.

6.11 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any Third Person to any Party or give any Third Person any right of subrogation or action over or against any Party.

6.12 Buyer Assumption of Risks of Legal Challenges. Buyer assumes the risk of delays or damages that may result to Buyer from each and every Third Person legal action related to Seller's approval of this Agreement or any associated Approvals, even in the event that an error, omission or abuse of discretion by Seller is determined to have occurred. If a Third Person files a legal action regarding Seller's approval of this Agreement or any associated Approvals (exclusive of legal actions alleging violation of Government Code Section 1090 by officials of Seller), Buyer shall have the option to either: (a) cancel the Escrow and terminate this Agreement, in which case the Parties and the Escrow Agent shall proceed in accordance with Section 4.13 of this Agreement; or (b) Indemnify Seller against such Third Person legal action, including all Legal Costs, monetary awards, sanctions and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action; provided, however, that option "(a)" under this Section 6.12 shall only be available to Buyer prior to the Close of Escrow. Should Buyer fail to Notify Seller of Buyer's election pursuant to this Section 6.12 at least fifteen (15) calendar days before response to the legal action is required by Seller, prior to the Close of Escrow, Buyer shall be deemed to have elected to cancel the Escrow and terminate this Agreement pursuant to this Section 6.12 and, following the Close of Escrow, Buyer shall be deemed to have elected to Indemnify Seller against such Third Person legal action pursuant to this Section 6.12, all without further Notice to or action by either Party. Seller shall reasonably cooperate with Buyer in defense of Seller in any legal action subject to this Section 6.12, subject to Buyer completely performing Buyer's indemnity obligations for such legal action. Should Buyer elect or be deemed to elect to Indemnify Seller regarding a legal action subject to this Section 6.12, but fail to or stop providing such indemnification of Seller, then Seller shall have the right to terminate this Agreement or cancel the Escrow (or both) by Notice to Buyer and, if the Escrow is open, to the Escrow Agent.

Nothing contained in this Section 6.12 is intended to be nor shall be deemed or construed to be an express or implied admission that Seller may be liable to Buyer or any Person for damages or other relief regarding an alleged or established failure of Seller to comply with the law. Any legal action that is subject to this Section 6.12 (including any appeal periods and the pendency of any appeals) shall constitute an Unavoidable Delay and the time periods for performance by either Party under this Agreement may be extended pursuant to the provisions of this Agreement regarding Unavoidable Delay.

6.13 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.14 Time Declared to be of the Essence. As to the performance of any obligation under this Agreement of which time is a component, the performance of such obligation within the time specified is of the essence.

6.15 Entire Agreement. This Agreement integrates all of the terms and conditions mentioned in this Agreement or incidental to this Agreement, and supersedes all prior or contemporaneous negotiations or previous agreements between the Parties, whether written or oral, with respect to all or any portion of the Property.

6.16 Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the authorized representative(s) of the Party making the waiver. All amendments to this Agreement must be in writing and signed by the authorized representative(s) of both Seller and Buyer.

6.17 No Implied Waiver. Failure to insist on any one occasion upon strict compliance with any term, covenant, condition, restriction or agreement contained in this Agreement shall not be deemed a waiver of such term, covenant, condition, restriction or agreement, nor shall any waiver or relinquishment of any rights or powers under this Agreement, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.

6.18 City Manager Implementation. Seller shall implement this Agreement through the City Manager, acting on behalf of the Seller. The City Manager or his/her designee is hereby authorized by Seller to enter into agreements and sign documents referenced in this Agreement or reasonably required to implement this Agreement on behalf of Seller, to issue approvals, interpretations or waivers, and to enter into certain amendments to this Agreement on behalf of Seller, to the extent that any such action(s) does/do not increase the monetary obligations of Seller. All other actions shall require the consideration and approval of the Seller's governing body, unless expressly provided otherwise by action of the Seller's governing body. Nothing in this Section 6.18 shall restrict the submission to the Seller's governing body of any matter within the City Manager's authority under this Section 6.18, in the City Manager's sole and absolute discretion, to obtain the Seller's governing body's express and specific authorization on such matter. The specific intent of this Section 6.18 is to authorize certain actions on behalf of Seller by the City Manager, but not to require that such actions be taken by the City Manager including, without limitation, any extension(s) granted pursuant to Section 4.9 of this Agreement, without consideration by Seller's governing body.

6.19 Survival of Agreement. All of the provisions of this Agreement shall be applicable to any dispute between the Parties arising from this Agreement, whether prior to or following expiration or termination of this Agreement, until any such dispute is finally and completely resolved between the Parties, either by written settlement, entry of a non-appealable judgment or expiration of all applicable statutory limitations periods and all terms and conditions of this Agreement relating to dispute resolution, indemnity or limitations on damages or remedies shall survive any expiration or termination of this Agreement.

6.20 Counterparts. This Agreement shall be signed in three (3) triplicate originals, each of which is deemed to be an original.

6.21 Facsimile or Electronic Signatures. Signatures delivered by facsimile or electronic mail shall be binding as originals upon the Party so signing and delivering; provided, however, that original signature(s) of each Party shall be required for each document to be recorded.

[Signatures on following page]

**SIGNATURE PAGE
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW
INSTRUCTIONS**


IN WITNESS WHEREOF, the Parties have signed and entered into this Agreement by and through the signatures of their respective authorized representative(s) as follows:

“SELLER”

“BUYER”

CITY OF NATIONAL CITY, a California municipal corporation Betty Winona McLintock Revocable Trust

By: _____
Name: _____
Title: City Manager

By:  P.O.A
Name: Andrew D. McLintock

ATTEST:

By: _____
Name: _____
Title: City Clerk

APPROVED AS TO FORM:
Angil P. Morris-Jones

By: _____
Roberto M. Contreras
Deputy City Attorney

EXHIBIT "A"
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT
ESCROW INSTRUCTIONS

Property Legal Description

The land referred to herein is situated in the State of California, County of San Diego and described as follows:

The easterly 10 feet of the westerly 40 feet of the easterly half of the northerly 50 feet of the southerly half of 10 acre Lot 3 of Quarter Section 153, in the City of National City, County of San Diego, State of California according to the map thereof Map 166, recorded in the Office of the San Diego County Recorded on May 11, 1869.

EXHIBIT "B"
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT
ESCROW INSTRUCTIONS

Grant Deed

[behind this page]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of National City
1243 National City Boulevard
National City, California 91950
Attn: City Manager

MAIL TAX STATEMENTS TO:

Betty Winona McLintock Revocable Trust
c/o Andrew McLintock
2038 Euclid Avenue
National City, California 91950

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OFFICIAL BUSINESS

Document Exempt from Recording Fees
Per Government Code §§ 6103 & 27383

DOCUMENTARY TRANSFER TAX \$ _____

___ Computed on the consideration or value of property conveyed; OR

___ Computed on the consideration or value of property conveyed less liens or encumbrances
remaining at time of sale.

Signature of Declarant or Agent determining tax

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF NATIONAL CITY, a California municipal corporation, herein called "**Grantor**", hereby grants to Betty Winona McLintock Revocable Trust, herein called "**Grantee**", all right, title and interest of Grantor in that certain real property in the City of National City, County of San Diego, State of California, specifically described in Exhibit "A" attached hereto ("**Property**") and incorporated herein by this reference, subject to the existing easements, restrictions and covenants of record and consistent with the obligations of the Grantee under the Purchase Agreement (defined below).

Whenever the term "Grantee" is used in this Grant Deed, such term shall include any and all successors, assigns, and heirs of Grantee in and to the Property, or any interest therein or any portion thereof.

1. Conveyance in Accordance With Purchase Agreement. The Property is conveyed pursuant to that certain Real Property Purchase and Sale Agreement and Joint Escrow

Instructions dated November _____, 2018 and entered into by and between Grantor (“Seller” therein) and Grantee (“Buyer” therein) (“**Purchase Agreement**”), a copy of which is on file in the offices of the City Clerk of Grantor as a public record and which is incorporated herein by reference. Purchase Agreement as used herein shall mean, refer to and include the Purchase Agreement, as well as any riders, exhibits, addenda, implementation agreements, amendments, modifications, supplements and attachments thereto or other documents expressly incorporated by reference in the Purchase Agreement. Any capitalized term not herein defined shall have the same meaning ascribed to such term in the Purchase Agreement. All of the terms, covenants and conditions of this Grant Deed shall be binding upon the Grantee and the permitted successors and assigns of the Grantee.

2. Nondiscrimination. The Grantee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property. The foregoing covenants shall run with the land.

All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) (1) In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall also apply to the above paragraph.

(b) (1) In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the above paragraph.

(c) In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the grantee or transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the Property.”

3. Violations Do Not Impair Liens. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest made in good faith and for value as to the Property, whether or not said mortgage or deed of trust is subordinated to this Grant Deed; provided, however, that any subsequent owner of the Property, or any interest therein or any portion thereof, shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner’s title was acquired by foreclosure, deed in lieu of foreclosure, trustee’s sale or otherwise.

4. Covenants Run With Land. All covenants contained in this Grant Deed shall be covenants running with the land. All of the Grantee’s obligations and covenants hereunder shall remain in effect in perpetuity.

5. Covenants For Benefit of Grantor. All covenants without regard to technical classification or designation, legal or otherwise, shall be, to the fullest extent permitted by law and equity, binding for the benefit of the Grantor and its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor and its successors and assigns, against

Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Property or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and its successors and assigns, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

[Signatures On Next Page]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this ____ day of _____, 2018.

“GRANTOR”

“SELLER”

CITY OF NATIONAL CITY, a California
municipal corporation

By: _____
Name: _____
Title: City Manager

ATTEST:

By: _____
Name: _____
Title: City Clerk

APPROVED AS TO FORM:
Angil P. Morris-Jones

By: _____
Roberto M. Contreras
Deputy City Attorney

[Signatures Continue On Next Page]

CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in real property conveyed by the CITY OF NATIONAL CITY to Betty Winona McLintock Revocable Trust, is hereby accepted by the undersigned officer on behalf of Grantee, through his or her signature below, subject to all of the matters hereinbefore set forth, and Grantee consents to recordation thereof by its duly authorized officer.

“GRANTEE”

**see notes below*

Betty Winona McLintock Revocable Trust

Dated: _____

By: _____

Name: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On _____, ____ before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

-----OPTIONAL-----

Description of Attached Document

Title or Type of Documents: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed By Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing: _____

0 1 0

Signer's Name:

☐ Corporate Officer – Title(s): _____

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☐ Other:

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STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On _____, ____ before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing: _____

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Diego and described as follows:

The easterly 10 feet of the westerly 40 feet of the easterly half of the northerly 50 feet of the southerly half of 10 acre Lot 3 of Quarter Section 153, in the City of National City, County of San Diego, State of California according to the map thereof Map 166, recorded in the Office of the San Diego County Recorded on May 11, 1869.

APPRAISAL REPORT - SINGLE FAMILY RESIDENTIAL (Before and After Lot Expansion)

Client	City of National City		
Client Contact	1243 National City Blvd National City, CA 91950		
Appraiser	George Hatch	License No.	AG006455
Appraiser Contact	2588 El Camino Real #F-305 Carlsbad, CA 92008	License Expires	03/2017
		Phone	760.434.9950
		Ghatchappraisals @ hotmail.com	
Property Address	1837 A Street	Map Reference	1309/H2
City	National City	County	San Diego
Property Rights	Fee Simple	State	CA
Property Owner	Betty McIntock Revoc. Trust	Zip Code	91950
Property Use	Single Family Residence	Census Tract	.0116.01
	As Appraised	APN	560-210-17
	Single Family Residence	Addition APN	560-210-44(Por)

Legal Description:

(1837 A Street) Portion of Lot 3, 1/4 SEC 153 of Rancho de La Nacion, located in the city of National City, County of San Diego, State of California, According to Map Thereof No. 166, filed in the Office of the County Recorder for San Diego County. (Addition Parcel, currently owned by the City of National City); Street Closed in West Half of Lot 3, 1/4 SEC 153 of Rancho de La Nacion, located in the city of National City, County of San Diego, State of California, According to Map Thereof No. 166, filed in the Office of the County Recorder for San Diego County. (See Title Report. The proposed addition consists of the middle 50ft of this parcel)

ADDITIONAL ASSIGNMENT ELEMENTS

Intended Users	The Intended Users are limited to the Client noted above. No other intended users are identified or assumed.
Intended Uses	The Intended Use is for mortgage underwriting decisions. No other intended uses are identified or assumed.
Type of Value	Market Value
Hypothetical Conditions	1837 A Street is appraised both with and without the proposed lot addition from the additional parcel. The value "with lot expansion" is appraised subject to the use of a hypothetical condition, namely, what would the property be worth with the additional lot area. By contrast, the value "without lot expansion" represents the as is value of the property.
Extraordinary Assumptions	The appraisal is made based on an exterior-only inspection and assumes that the living area size and overall quality/condition of the home are generally consistent with the conditions observed for the interior.
3 Yr Assignment History	No prior services rendered in conjunction with this property within the previous 3 years.

Other Assignment Conditions applicable to this assignment; includes written appraisal policies, guidelines, or other instructions identified at the time of engagement.

The assignment involves the question of what the contributory value to 1837 A Street is if the parcel is expanded with the portion of the City's lot (560-210-44) that lies directly in front of it, subject to a lot line adjustment by the city. Inasmuch as there is no sales data involving 500sf parcels the next best way to measure the contributory value of the city's lot segment to this property is to value the property both with the larger lot (Subject to" the lot expansion) vs the value of the property with its existing lot dimensions("As Is" Value).

The use of this hypothetical condition for the "subject to expansion" valuation scenario is dependent on completion of a proposed lot expansion per specifications.

Likewise, the use of the assumption about the interior quality/condition of the home is also dependent on those assumptions being essentially correct. If this assumption proves incorrect it would likely have an effect on my value conclusions.

The standard assumptions and limiting conditions are noted in the attached addendum. No other assumptions or hypothetical conditions are noted. No additional instructions were communicated or assumed.

SALIENT CONCLUSIONS

Existing use	Residential Duplex	Property Rights Appraised	Fee Simple
Highest Best Use	Existing Use	Estimated Exposure Time	3-4 Months
Year Built	1950s		
Gross Living Area	1,838	Market Value "As Is" Without Lot Expansion	\$350,000
Existing Site Size	6,150	Market Value "Subject to" the Lot Expansion	\$350,000

NEIGHBORHOOD ANALYSIS

Uses	Use	Supply	Vac %	Location	Suburban Transition Neighborhood	
Single Family	30%	Balanced	0	Development Trend	Stable	
Multi-Family	50%	Balanced	0-5	Value Trend	Stable	
Office	0%	Balanced	--	Vacancy Trend	Stable	
Retail	20%	Balanced	10	Distance - Schools	3 Blk East	Otis Elementary School
Industrial	0%	Balanced	--	Distance - Services	10 Blk East	Highland Ave
Vacant	0%	Balanced	--	Distance - CBD	10 Blk North	8th Ave / National City Blvd
Built Up	100%			Distance - Freeway	8 Blk West	Interstate-5

Neighborhood Boundaries:

The subject's neighborhood boundaries include: the National city commercial corridor south of the Civic Center to 30th Street.

Analysis / Comments:

The subject's immediate neighborhood consists of the National City Mile Of Cars commercial corridor which includes National City Blvd and portions of A Ave south to 30th Street. This is a transition neighborhood that includes the commercial uses fronting National City Blvd as well as the mix of residential and commercial uses fronting A Street; and is distinctly different from the industrial neighborhood located to the west of National City Blvd. The residential uses in this immediate neighborhood consist of a combination of older single family homes and 2-4s, mostly built prior to 1970. The non-residential uses consist mostly of auto sales and related uses, including open storage yards, auto service, etc.

Market Segment Analysis:

The subject's market segment is identified as extending throughout the s/western National City area and consisting of other single family residences 50-80 year age range. The general market conditions for this market segment demonstrate peak pricing from 2005-2006 followed by a significant decline in pricing between 2009-2012, and then steady value increases to present. So far, 2016 pricing is still lower than that of the prior peak in 2005. There remains a very small amount of foreclosure and short sale activity within this neighborhood, but those sales are no longer sufficient in numbers to be of significant effect on the pricing of the more typical arms' length sales. Typical exposure times among all closed sales in this area has ranged from about 1-2 months depending on pricing, indicating strong demand at these prices.

SITE ANALYSIS (EXISTING PARCEL 560-210-17)

Site size	6,150	SqFt	Topography	Level Terrace
Dimensions	50 X 123		Elevation	<100ft above Sea Level
Utilities		Improvements:	Lot Characteristics	
Electricity	Connected	Maintenance	Lot Shape	Rectangular
Gas	Connected	Street Width	View Amenity	None
Water	Connected	Street Paving	Lot Utility	100% Usable
Sewer	Connected	Sidewalks	Street Access	Direct to public street
Phone	Connected	Curbs/Gutters	Easements	Relies on Dominant Easement for Access
Well	N/A	Storm Sewers	Encroachments	None Noted
Septic System	N/A	Lighting		
Current Zoning	RM-2 High Density Multi-Unit Residential		Drainage	Appears Adequate
Allowable Uses	Allows for 24-48 units per Acre		FEMA Flood Zone	Zone X Not in a Flood Hazard Zone
Impr. Status	Legal Conforming		Panel No. / Date	060293-1911G Eff 05/2012

Analysis / Comments:

Title and soils reports were not reviewed. The subject site as it currently exists is located on the east side of A Avenue, about 360ft north of 19th Street. A Ave is a residential street that ends ~50ft to the north of the subject site. This site currently relies on an easement across a 10-ft wide parcel for access onto A Ave, the parcel for which belongs to the city.

Under the existing zoning the 1837 A Ave parcel is of sufficient size to support the development of 3 residential units, based on the midpoint density of the zoning, which amounts to 1900sf per unit.

The City's lot segment that is proposed to be added to the 1837 A Ave site is the middle 50ft of a 165ft x 10ft sliver that fronts the subject site as well as the adjacent parcels to the north and south. The City's lot is of insufficient size to develop independently and has market value only to the extent that it can be added to the adjacent parcels. For the most part the only buyers for the 3 lot segments are the property owners of the adjacent parcels for which they are already providing these access easements.

The purpose of this appraisal is to answer the question of what the value is of that 10' x 50' parcel if added directly to the subject site. In order to add this lot segment to the subject site it would either take a lot split and lot line adjustment, or some other means of conveyance such as selling it as a condominium or a leasehold; the means of which are to be determined later.

IMPROVEMENTS ANALYSIS (EXTERIOR INSPECTION ONLY)

Property Type	Residential Duplex		Constr. Type	Frame/Stucco		Year Built	1950s
Exist/Proposed	Existing		Att/Detached	Detached		Effective Age	30
EXTERIOR			Other Features			Unit Mix	
	<u>Materials</u>	<u>Obs. Condition</u>			<u>Obs. Condition</u>		
Foundation	Raised Perimeter	Average	Garage	None	--	1bd Units	0
Attic	Scuttle	--	Parking	Concrete	Average	2bd Units	2
Basement	None	--	Driveway	Concrete	Average	3bd Units	0
Frame	Wood	--	Landscaping	Lawn/Planters	Average	Rentable Rms	8
Roof Truss	Wood	--	Fencing	Chain Link	Average	Avg Unit Size	914 sf
Roof Cover	Built Up	Average	Above Grade Living Area (GLA)				
Exterior Walls	Stucco	Average	Public Records	1,828 sf			
Windows	Aluminum Sldrs	Average	As Measured	N/A			
Exterior Doors	Wood solid core	Average					

Inspection Comments:

Due to the assignment conditions I was unable to physically inspect the subject interiors and was only able to observe the existing improvements from the street. This appraisal is based on the assumption that the living area as reported in public records is significantly correct and that the unit interior quality and condition are significantly similar to the conditions observed for the exterior. In the event that these assumptions prove incorrect it may affect my opinions and conclusions.

Improvements Comments:

The subject improvements are reported as being built in 1980 however the raised foundation + exterior designs are more consistent with other duplex properties in National City and Chula Vista that were built in the late 1950s. Other site improvements are limited to the chain link fencing, landscaped rear yard and planters and the concrete parking area in front of the main structure, which has room for 4 parking spaces.

Physical Depreciation, External or Functional Obsolescence:

Based on the inspection/observation protocols typically used for real property valuation, there are no undue physical deficiencies or functional obsolescence or external obsolescence noted. The subject's attributes are considered functional and serviceable within the context of its market segment. Although it appears these units have been updated in the past some of the trim is ready for repainting. It is assumed that the interiors of these units are in average/serviceable condition.

Additional Development Potential

The main improvements are oriented on the site with ~5'-7' of setback on each side, and ~42ft from the western lot line (fronting the street). Development standards for the RM-1 zoning allow for an additional residential unit onsite but require a 20ft setback from the street. Although probably not economically feasible, it might be possible to add a 3rd unit over the existing structure except that with only the existing driveway easement there would be no way to provide the requisite onsite parking for the additional unit unless the driveway easement was expanded to basically make the entire frontage of the parcel directly accessible from the street.

Adding the City's segment to this parcel would effectively enable the usage of the entire frontage to the street, as well as expanding the front setback to the existing structure to 52ft. So while having 500ft more lot area wouldn't affect the permissibility of a 3rd unit onsite, having the use of the entire 10ft of additional frontage to this site would more readily enable construction of another structure (apartment over carport or garage). Note that this only extends to what's physically possible, not what's economically feasible or what's most likely in the market.

PROPERTY TAX ASSESSMENT 2016

Assessor Parcel No.	Land	Building	Total	Current Taxes	Forecasted
560-210-17	\$38,702	\$86,144	\$124,846	\$1,830.48	\$1,867.09

This site is not reported to be subject to special assessments. Under current property tax laws the potential for increases in property tax assessments amounts to 1% of full market value plus tax indebtedness, capped at a maximum inflation rate of no more than 2%/year. In the event of a closed sale or transfer the property is subject to be reassessed based on the market value at the time of assessment.

HIGHEST AND BEST USE ANALYSIS

The process of Highest and Best Use analysis involves consideration of the subject's attributes within the context of 4 criteria: those uses which are legally permissible, physically possible, financially feasible, and lastly maximally profitable. The process is designed to start with all possible uses and using the process of elimination, narrow those uses down to the one or two uses that can be considered both practical and profitable given the subject's attributes.

LEGALLY PERMISSIBLE USES:

The current zoning of RM-2 High Density Multi-Unit Residential allows for high density residential use of this site. Maximum density for single use development is 48 units/acre, maximum building heights are 65 feet and the maximum Floor Area Ratio is 75%. Residential parking requirements apply.

PHYSICALLY POSSIBLE USES:

The subject site is an interior parcel of 6,150 sf and the city is considering expanding this site to 6650 sf. The fronts a residential street and there is no alley access. Site dimensions include 50ft of frontage. The site has adequate exposure and access for those uses that would be legally permitted under the current zoning. All available utilities appear to be readily available to the site. Site topography includes a level terrace at street grade and lot utility is still rated at or near 100%. Considering these physical attributes, the legal uses that could be built on this site include: multi-story residential development of up to 6 units under the 6150 sf size and up to 7 units under the 6650 sf size.

FINANCIALLY FEASIBLE USES:

This category includes consideration of those uses that have potential to add any value above and beyond the site value as vacant. Considering the supply and demand factors present in this area would seem to rule out most of the remaining uses, leaving only multi-family residential uses of high density, up to 4 townhome units and sharing a common driveway along the side for this site. This would amount to an effective density of 1 unit per 1537sf at the existing size and 1 unit per 1662sf at the larger site size. Based on the maximum FAR of 75% the main difference between the two site sizes would be to increase the average unit size from 1153sf for the existing site size to 1246sf at the larger site size. That 90sf in larger unit size would add only marginally to the retail prices of the finished units, by perhaps as much as \$10,000 per unit in the price ranges applicable for such units in the National City markets.

Even though the higher densities are legally permissible their unit sizes would decrease and their construction costs would significantly increase as a result of building common parking garages instead of adding the more valuable private garages to the ground level of each unit as is the dominant form of condo development in this area. In addition what's feasible for the site as vacant, the existing use is obviously economically feasible for the site in its as is condition.

MOST PROFITABLE USE:

This category narrows down any remaining feasible alternatives to the one option that can reasonably be considered the most profitable within the context of the current market conditions. Of the above uses that qualify legally, physically and financially, the current supply and demand factors rule out all uses other than the existing use of this site in its as is condition. Even though a 4-unit project would be economically feasible if the site were vacant, the existing use is worth more than the underlying site value - this is what makes the existing use the highest/best use for the site in its as is condition.

Since the definition of Market Value used for this appraisal can only be adequately met if that property is valued according to its highest and best use, the remainder of this appraisal is based on the above conclusion

Highest and Best Use: Existing use as 2-unit residential

APPRAISAL METHODOLOGY

Having established that the subject site in its current condition is worth more in the existing use than for site value, the next step of the assignment is to value the 2-units, both with the existing lot size as well as the proposed larger lot size.

A site value analysis is included in this report to support the conclusions of the highest/best use analysis.

Given the nature of the assignment along with the high incidence of owner-occupancy for 2-unit residential properties in the area, the dominant form of valuation for such properties in the Sales Comparison. Although an Income Approach (via Gross Rent Multiplier) can be readily developed that is not the dominant form of valuation for such properties and it really doesn't matter to most buyers what the GRM is when compared to the results of the Sales Comparison.

The sales data are analyzed based on their most relevant characteristics and using the dominant unit of comparison normally used by the typical buyers and sellers for that property type. The dominant unit of comparison for 2-unit residential properties is either the sales price itself or the price/room indicator; the latter generally yielding a more consistent analysis.

SITE SALES DATA (EXISTING CONFIGURATION)

	Subject	Site #1	Site #2	Site #3
Address	1837 A Street	420 W 21st Street	2501 E 18th Street	2752 E 18th Street
APN	560-210-17	559-125-16	558-190-11+12	558-250-35
Sale Date / Doc#		3/19/2016 85646	10/2/2015 520149	5/1/2014 176124
Sale Price	\$ --	\$182,000 \$36,400	\$270,000 \$30,000	\$215,000 \$30,714
Price/sf Lot Area		\$31.65	\$18.29	\$20.31
Market Conditions	Eff 03/2016	Current	Current	Current
Location	@ 18th St	@ Harding	E of Orange	@ Granger
Site Area	6,150 (6,650)	5,750	14,764	10,584
View	None	None	None	None
Topography	Level	Terrace	Level	Level
Lot Utility	100%	100%	100%	100%
Zoning	RM-2 48/Ac	MCR-2	MXC-1 48/Ac	MXC-1 48/Ac
Max. No of Units	6 Units (7 Un)	8 Units	16	11
Probable density	4 Units (4 Un)	5 Units	9 Units	7 Units
Unit Size @ Probable	1153sf (1247sf)	1150sf	1230sf	1134 sf
Structural Impr.	Duplex	None	None	SFR + Retail
Total Adjustments	--	0	0	0
Adjusted Price	\$ --	\$ 36,400	\$ 30,000	\$ 30,714

Analysis/Comments:

The above site sales data are considered to be the most recent and similar site sales data available at the time of this appraisal. Although each have higher maximums, they're valued based on the more probable development scenarios that include surface level parking garages for each unit and requiring about 1500sf of lot area per unit.

Site #1 - 420 W 21st Street; this property is located in the city's Westside Specific Plan in the Transit Oriented Development District, so the maximum allowable density is relatively close to that of the subject site. This is a corner parcel located 1/2 block east of the transit station and is improved with an older existing home that was reported in poor condition.

Site #2 - 2501 E 18th Street; This is a 2-lot assemblage located on the north side of 18th Street midblock between Euclid Ave (W) and Lanoitan Ave (E). The site was formerly improved with 2 old houses but those were removed prior to 2014. The parcel is zoned MXC-1, which allows for up to 16 units on this parcel.

Site #3 - 2752 E 18th Street; This parcel is located on the s/west corner of 18th/Granger. It was improved with an old house and an old restaurant but both structures have since been removed. The property was marketed and purchased for redevelopment. The zoning allows for mixed use or medium density multi-family, so this sale is given secondary weight overall.

On a price per unit basis, the effect of adding 500sf more usable lot area very slightly increases the finished unit sizes (because 6150sf * .75 FAR is a little less than 6650sf * .75 FAR), but only enough to warrant ranking the subject's value a little closer to the sales that have similar potential unit sizes. If a finished unit sells for \$10,000 because it's 100sf larger, then the "finished lot value" after developing a condo map might comprise 25% of the \$10k increase and the raw land value before developing the condo map might be half of that.

In the above analysis, Sites #2 and #3 are a little more dated as land sales go, but they have more similar zoning and unit sizes. Site #1 has an existing SFR onsite and is located across the street from the Transit center so that location can be considered a little superior.

It should be noted that if the subject and the comparables are valued based on their maximum densities without regard for the feasibility of such development their price/unit indicators yield the same or a very similar value conclusions for the subject. In other words, if the per-unit values at maximum density indicate to \$20,000/unit x 6 for the subject, then the probable density indicator of \$30,000/unit x 4 units = \$120,000, too.

	Probable Yield	Price/Unit	Value as Land
Valued at existing site size (6,150sf)	4 Units	\$30,000	<u>\$120,000</u>
Valued at proposed site size (6,650sf)	4 Units	\$31,500	<u>\$126,000</u>

SALES COMPARISON APPROACH

	<u>Subject</u>			<u>Sale #1</u>			<u>Sale #2</u>			<u>Sale #3</u>		
Address	1837 A Street			1901 D Ave			1330 E 6th Street 557-092-04			1304 Scott Drive		
APN	560-210-17			560-231-06						551-490-13		
Site Area	6,150 (6,650)			4,600			6,300			6,106		
Bldg Area	1,828			1,830			1,422			1,218		
Year Built	1950s			1962			1958			1948		
Quality	Average			Average			Average			Average		
Condition	Average			Average			Good Remodeled			Average		
Parking	Open Spaces			Open Spaces			Carport Spaces			Open Spaces		
No of Units	2			2			2			2		
No of Rooms	8			8			8			8		
Average Unit size	914			915			711			609		
Unit Mix	Type	No	Rooms	Type	No	Rooms	Type	No	Rooms	Type	No	Rooms
	1bd Units			1bd Units			1bd Units			1bd Units		
	2bd Units	2	8	2bd Units	2	8	2bd Units	2	8	2bd Units	2	8
	3Bd Units			3Bd Units			3Bd Units			3Bd Units		0
	Total	2	8	Total	2	8	Total	2	8	Total	2	8
Sale Date	eff 03/2016			10/21/2015			03/24/2016			07/24/2015		
Sale Price	--			\$350,000			\$325,000			\$313,000		
Property rights	Fee Simple			Fee Simple			Fee Simple			Fee Simple		
Financing	N/A			\$262,500			No 1st Rec'd			No 1st		
Conditions of Sale	N/A			Market Sale			Market Sale			Market Sale		
Excess Land	None			None			None			None		
Adj. Sale Price	--			\$350,000			\$325,000			\$313,000		
Price/Unit	--			\$175,000			\$162,500			\$156,500		
Price/Room	--			\$43,750			\$40,625			\$39,125		
Price/SF	--			\$191.26			\$228.55			\$256.98		
Market Rent/Mo	\$2,600			\$2,600			\$2,450			\$2,400		
Gross Inc. Multiplier	--			134.62			132.65			130.42		

Analysis/Comments:

The subject property consists of a 2-unit residential duplex, located on the south end of town. Quality and condition of the interior are assumed Average. The above rentals include another duplex located around the corner from the subject and with a similar design and unit mix. S#1 is considered the most similar and is given the greatest weight. The other two sales feature smaller units but are generating comparable rents nonetheless, so that demonstrates that neither site size nor even unit size are of significant effect on the overall value as an existing duplex.

Price/Room Indicator

Price

Rooms

= Value

SALES COMPARISON

Valued at existing site size (6,150sf)	\$44,000	8	\$352,000	<u>\$350,000</u>
Valued at proposed site size (6,650sf)	\$44,000	8	\$352,000	<u>\$350,000</u>

RECONCILIATION AND FINAL VALUE CONCLUSIONS

	Existing lot @ 6,150 sf	As Proposed at 6,650 sf
Underlying Site Value	\$120,000	\$124,000
Value as Improved with Duplex	\$350,000	\$350,000

The extent of the development and reporting of this appraisal assignment are intended to meet or exceed the needs of the intended users of this report within the context of the intended use as communicated to the appraiser.

The subject of this appraisal is the existing duplex as 1837 A Ave, the property being valued both with the existing lot size as well as with an expanded lot size as is proposed by the city and resulting from transfer of a 10 x 50 portion of a city-owned parcel that's located in front of the subject property.

The reason the property is analyzed for both the underlying site value as if vacant as well as in it's existing use as a residential duplex is to demonstrate that the existing use is still the highest and best use for the property in its as is condition, and to provide an indication of the possible effect on value the additional lot area would provide this site if/when it is redeveloped into multi-family, assuming development under the prevailing form as 2-story attached townhomes with private garages.

Given the nature of the subject property's existing use and the intended use of this appraisal, neither the Cost nor Income Approaches to value are developed in this appraisal. That's because these buyers aren't working off of the GRMs or off of cost, but are making their decisions via Sales Comparison.

The Sales Comparison Approach is the dominant approach to value within this market segment and is given greatest weight. There were adequate sales of sufficiently similar attributes for comparison, and after comparison they yielded a reasonably narrow range of value indicators. In addition to the sales data presented in this appraisal as being "most similar and proximate", there were also a number of other, less similar properties that were also analyzed during the course of this appraisal. These other sales data are retained in the workfile and also contributed to the Appraiser's opinion of value.

The opinion of Market Value expressed below is based on an estimated exposure time of 3-4 months, assuming adequate exposure to the market by competent brokerage. In this case, the estimated marketing time is considered to be equal to the estimated exposure time. Any attempts to market the property in less time or by using less than adequate exposure to the market would likely require significant discounting or concessions.

The subject property is appraised in its "As Proposed" condition (with the additional lot area deeded to the parcel) as well as it's "As Is" condition and configuration. The appraisal is based on the definition of value contained herein and within the context of the assumptions and limitations noted. Please note the Intended Use and Intended Users of this appraisal and appraisal report as identified on Page 1 of this appraisal report, as other uses or other users are not intended by the Appraiser. Any third parties not otherwise identified as an Intended User of this appraisal are strongly urged to seek a separate appraisal that is specific to their needs and requirements from a duly qualified appraiser.

FINAL VALUE CONCLUSION

Property Rights Appraised	Fee Simple	Effective Date of the Appraisal	3/10/2016
Definition of Value	Market Value		
Appraised Condition	"As Is" @ 6,150sf + "subject to" addition to equal 6,650 sf	Estimated Exposure time (Insurable Value)	3-4 Months Not Applicable

APPRAISED MARKET VALUE OF THE FEE SIMPLE INTEREST IS:**"As Is" Condition**

Existing lot @ 6,150 sf

"Subject To" Lot Expansion

Enlarged Lot at 6,650 sf

\$350,000**\$350,000**

George Hatch #AG006455

Certified General Appraiser

Date of Report:

Personal Inspection:

04/16/2016

Interior/Exterior

ASSIGNMENT ELEMENTS☒ **DEFINITION OF MARKET VALUE**

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and Seller are typically motivated;
2. Both parties are well informed and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure on the open market;
4. Payment is made in cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

[Source: Office of the Comptroller of the Currency, under 12CFR, part 34, Subpart C - Appraisals, 34.42 Definitions (f).]

☐ **DEFINITION OF INSURABLE VALUE**

1. The portion of the value of an asset or asset group that is acknowledged or recognized under the provisions of an applicable loss policy.
2. Value used by insurance companies as the basis for insurance. Often considered to be replacement or reproduction costs less deterioration and non-insurable items. Sometimes cash value of market value but often entirely a cost concept.

[Source: Marshall Valuation Company of Los Angeles, Commercial Cost Guide]

DATA SOURCES USED IN APPRAISAL

Axciom, ReaList.Com, LoopNet.com, Sandicor MLS. Site zoning and requirements were obtained from the jurisdiction in which the subject site is located. Data verification is generally limited to cross checking databases. Personal verification is generally limited to those instances where the database information is considered less than reliable or incomplete. This level of research and verification are considered appropriate within the context of the intended users and intended use of this appraisal.

PHYSICAL INSPECTION OF IMPROVEMENTS

- ☒ Exterior Inspection (Only) Assumes interior quality/condition is consistent with that observed on the exterior, and assumes building area as reported is substantially accurate.
- ☐ Interior/Exterior Inspection, no physical measurements; assumes building area as reported is substantially accurate.
- ☐ Interior/Exterior Inspection, with physical measurements (see diagram). Note that the extent of the physical inspection process used for this appraisal is limited to the typical and normal observations of the readily visible areas, and are performed only to the extent necessary to develop the Appraiser's opinion of value. This inspection process should not be confused and is not intended to be a substitute for a technical inspection or survey process as would be used by a professional engineer or building inspector. Readers are strongly advised to seek their own inspections from such professionals if they desire a technical inspection.

COST APPROACH

- ☒ Not applicable to this assignment and not developed
- ☐ Considered applicable to this assignment and is included in this appraisal.

INCOME APPROACH

- ☒ Not applicable to this assignment and not developed
- ☐ Considered applicable to this assignment and is included in this appraisal.

SALES COMPARISON APPROACH

- ☐ Not applicable to this assignment and not developed
- ☒ Considered applicable to this assignment and is included in this appraisal.

Comment: The subject property is located within a market segment wherein there are adequate sales data of sufficiently similar attributes against which the subject can be compared. The dominant unit of comparison for this property type is the price/Unit, and adjustments are developed using a combination of comparison of the sales data to each other as well as against other, less directly comparable sales data in the area. The Appraiser acknowledges that personal judgment, resulting from numerous prior assignments involving similar properties in this region, is also used in the development of these adjustments. The subject is ranked among the comparables on a qualitative basis and the price/Unit indicator used in the value conclusion reflects that ranking.

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal and appraisal report was prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP). In addition to the assumptions and associated limitations resulting from the scope of work used in this assignment, additional assumptions and limitations apply as follows:

- 1 This appraisal was developed using the scope of work as identified throughout this report, the decisions for which were made within the context of the needs of the intended users as communicated to the Appraiser by the Client. This workproduct cannot be assumed to be sufficient for the needs of other users or for other uses than those identified on Page 1 of this report. Specifically, any other third parties are advised to seek another appraisal from a duly qualified appraiser specific to their use.
- 2 The extent of research and analysis performed for this assignment is considered appropriate for the intended use as identified. If desired, the reader may request additional information and analyses, or further clarification. However, the reader is notified that any substantial changes to the assignment conditions may affect the scope of work sufficiently to create a new assignment. If so, additional billing may be charged to cover the additional costs associated with the extra work.
- 3 The information provided by others is assumed to be sufficiently reliable for use in this assignment. The Appraiser cannot assume responsibility for inaccuracies beyond the typical protocols used in this assignment. Therefore, no warranty for third party information is offered.
- 4 No responsibility is assumed for legal or title considerations. Title is assumed to be good and marketable unless otherwise state in the report.
- 5 The inspection of the physical attributes of the subject property are intended to be sufficient only for the purposes of developing an opinion of value, and should not be confused with a technical inspection of the structures as would be performed by an engineer or other structural inspection professional. No warranty of any physical components are offered or implied. If desired, the reader is urged to seek a survey or building inspection from a qualified professional.
- 6 Any building diagrams, maps or other visual aids included in this report are intended to assist the reader in visualizing the various aspects of the appraisal problem. They are not intended as a substitute for land or building surveys or as an indication of a warranty.
- 7 It is assumed that there are no hidden or unapparent conditions - including environmental hazards - that render the subject property less valuable. This includes conditions that may affect the property, subsoil or structures. No responsibility is assumed for such conditions of for arranging for the engineering studies or inspections that may be required to discover them.
- 8 The appraiser will not be required to give testimony or appear in court as a result of performing this appraisal unless specific arrangements - including additional compensation - are made in advance.
- 9 The client for this assignment is as identified on Page 1 of this report. Except as outlined in the Confidentiality Section of the Ethics Rule of USPAP and applicable local, state or federal law, the Appraiser will not discuss or otherwise disseminate confidential information or assignment results to any party without specific instructions to do so from the Client.

APPRAISER'S CERTIFICATION

I certify, to the best of my knowledge and belief:

- 1 The statements of fact contained in this report are true and correct.
- 2 The reported analyses, opinions and conclusions are limited only to the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions and conclusions.
- 3 I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.
- 4 I have no bias with respect to the property that is the subject of this report or to the parties involved in this assignment.
- 5 My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6 My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7 This appraisal was not based on a requested minimum valuation, a specific valuation or the approval of a loan.
- 8 My analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice, current as of the date of the appraisal.
- 9 I have made a personal physical inspection of the property that is the subject of this report.
- 10 No one provided significant professional assistance to the person signing this report, unless otherwise indicated.
- 11 I have not performed any other services in conjunction with the subject property within the prior 3 years.



George Hatch #AG006455
Certified General Appraiser

Date of Report:
Personal Inspection:

04/16/2016
Interior/Exterior

WEST AVE

15

DETAIL "A"
NO SCALE

11/05/2015 JCO

CHANGES
BL D
40 4Nc46

20

NATIONAL CITY BLVD. (AVENUE)

210

QSEC

0.99 AC.

ST SEE DETAIL "A"

AVENUE

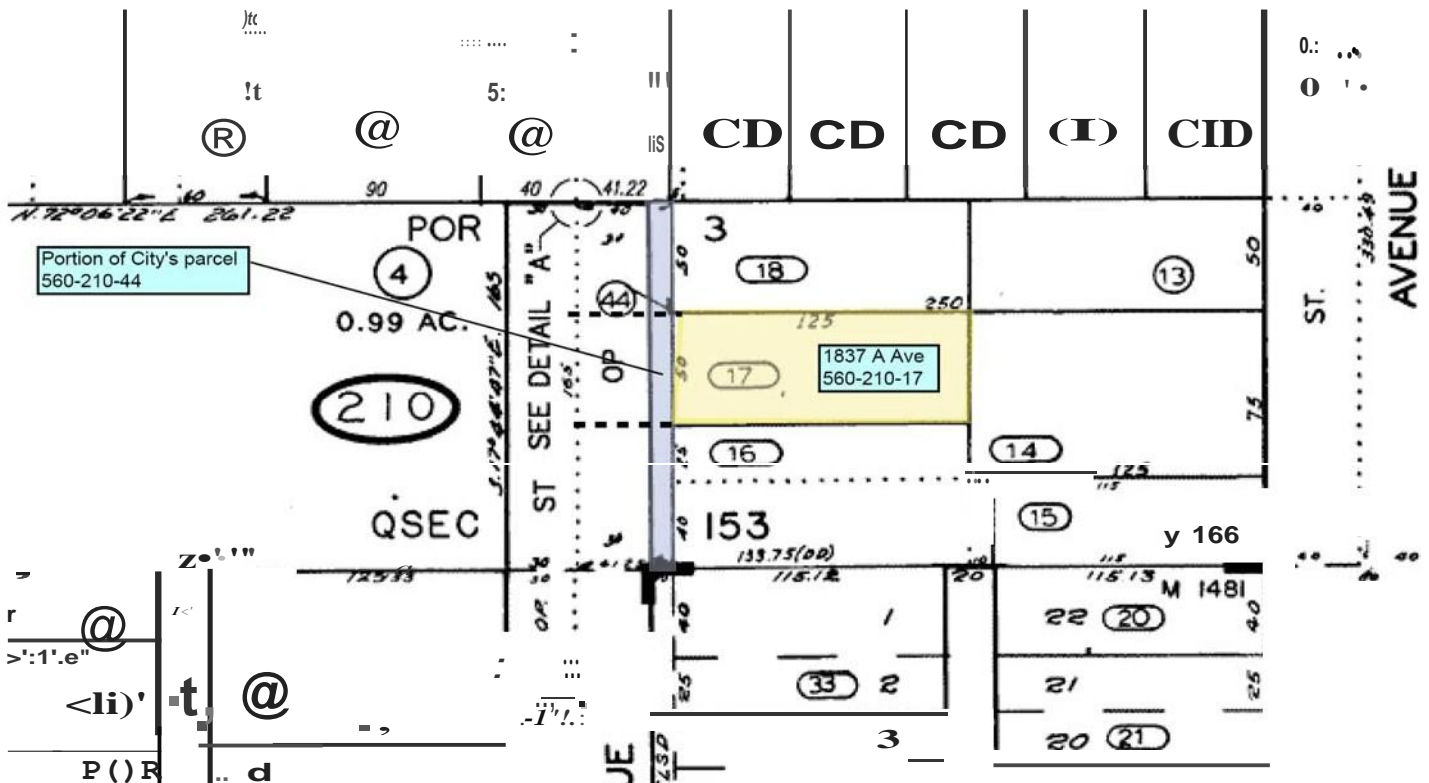
22

STREET

STREET

6J

MAP 1481 - LEIGHTON SUB
MAP 166 - RHO DE LA NACION - POR QSEC 153
ROS 13498,14155



SUBJECT PHOTOS



Front (1835)

North portion of City's Parcel is in the foreground



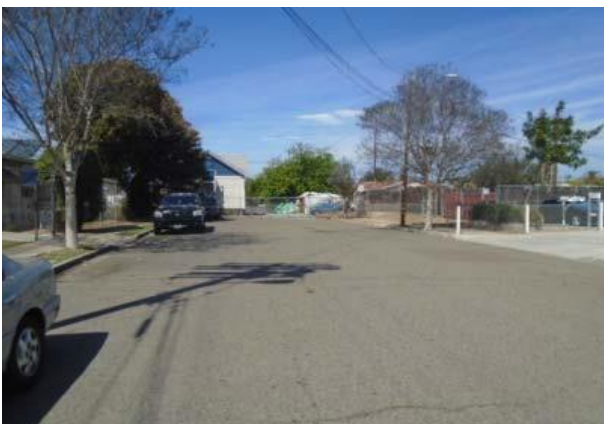
Subject Front (1837)

Center portion of City's Parcel is in the foreground



Subject Front (1847)

South portion of City's Parcel is in the foreground



A Ave - Northbound



A Ave - Southbound

SUBJECT PHOTOS



10ft deep x 165ft wide relative to the street



Street right of way appears to start at fence line,
not at the edge of the sidewalk

SALES COMPARABLES



Site #1- 420 W 21st St



Sale #1- 1901 D Ave



Site #2- 2501 E 18th St



Sale #2- 1330 E 6th St

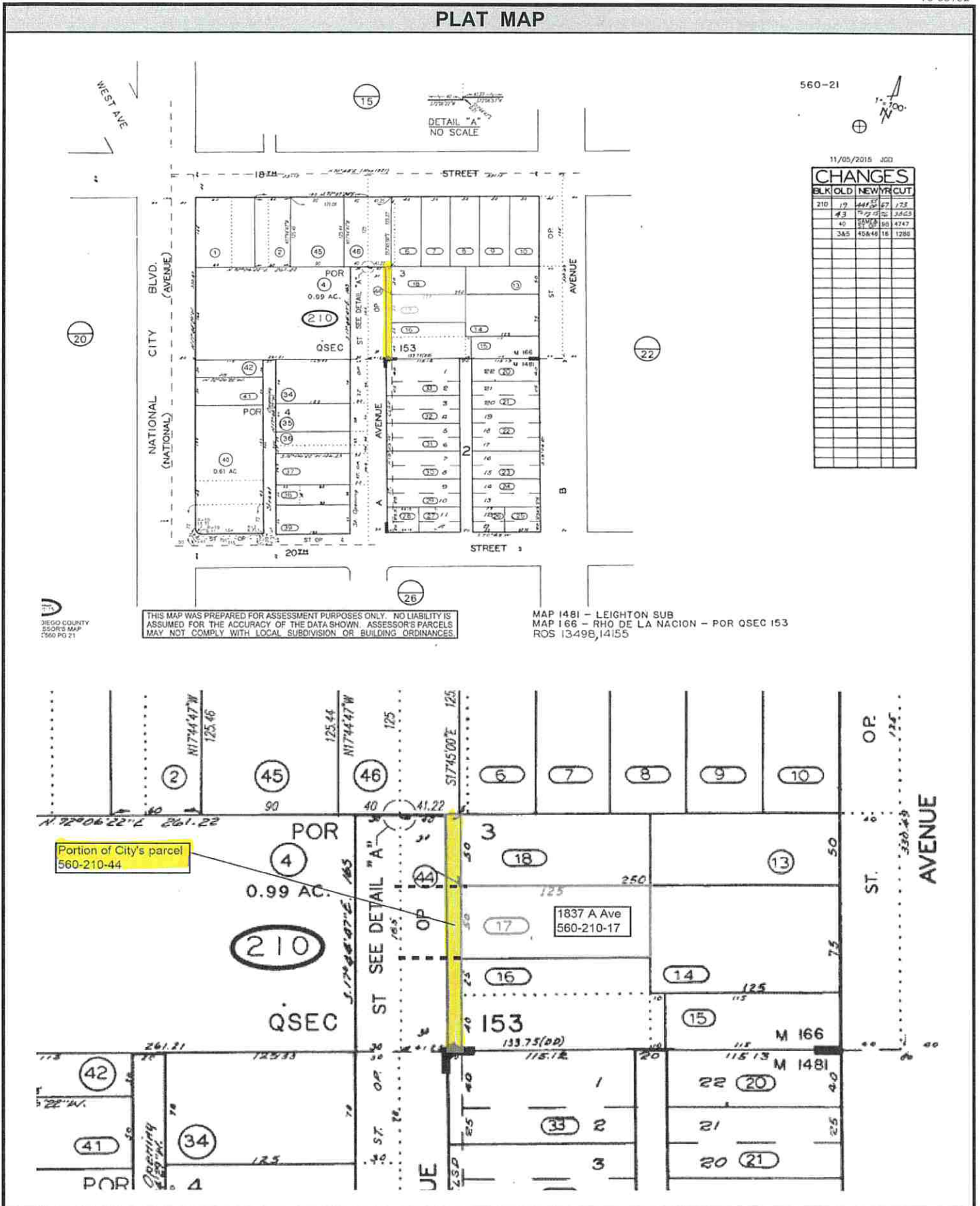


Site #3- 2752 E 18th St



Sale #3 - 1304 Scott Dr

PLAT MAP



The following page(s) contain the backup material for Agenda Item: [National City Sales Tax Update Newsletter - Second Quarter 2018. \(Finance\)](#)
Please scroll down to view the backup material.

Q2 2018



National City Sales Tax *Update*

Third Quarter Receipts for Second Quarter Sales (April - June 2018)

National City In Brief

National City's receipts from April through June were 1.7% below the second sales period in 2017 though the decline was the result of the State's transition to a new software and reporting system that caused a delay in processing thousands of payments statewide. Sizable local allocations remain outstanding, particularly for family apparel merchants, service stations and business-industrial suppliers. Excluding reporting aberrations, actual sales were up 3.4%.

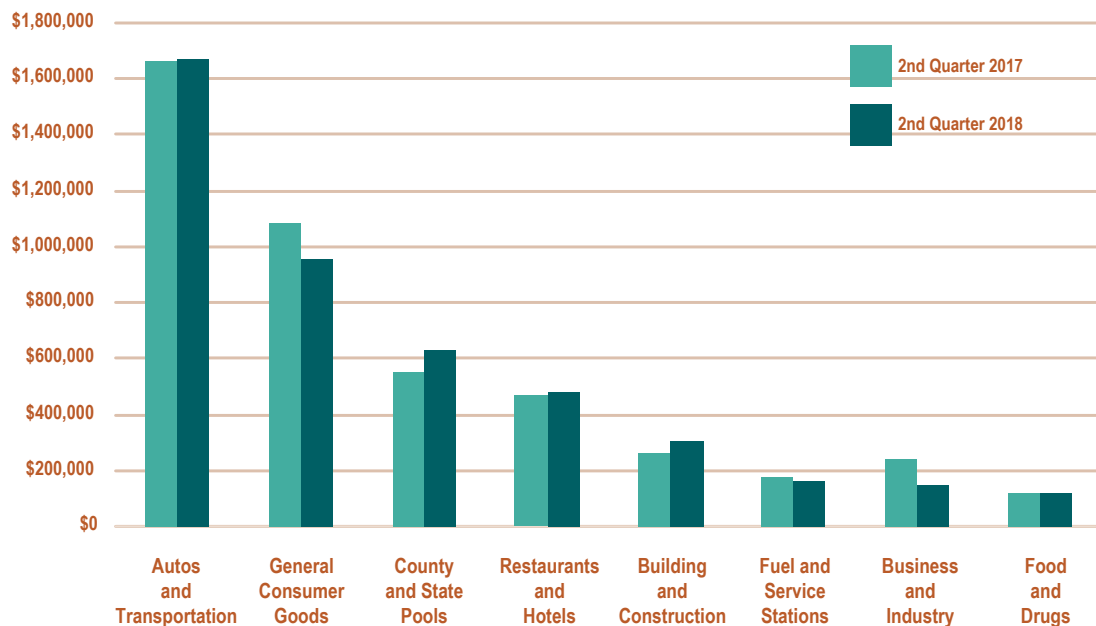
The building-construction group has been one of the City's standout leaders over the past two years. Receipts continued to surge this quarter, growing 16% over the preceding year.

The new car market has been challenged by rising financing rates, which has decreased affordability. Sales at National City auto dealers were down 3% compared to a countywide average decrease of 2%.

The City's voter approved one-cent transaction tax, Measure D, provided an additional \$2,840,000 to the amounts previously discussed.

Net of aberrations, taxable sales for all of San Diego County grew 0.9% over the comparable time period; the Southern California region was up 1.0%.

SALES TAX BY MAJOR BUSINESS GROUP



TOP 25 PRODUCERS

IN ALPHABETICAL ORDER

Arco AM PM	Perry Chrysler
Denny's	Dodge Jeep Ram
Frank Hyundai	Perry Ford
Frank Subaru	Probuild Company
Frank Toyota Scion	Ron Baker Chevrolet
Honda Acura Mitsu	South Bay
Suzuki & Kia	Volkswagen
Honda Lease Trust	South County Buick
Hyundai Lease	GMC
Titling Trust	T Mobile
JC Penney	Target
Macys	Toys R Us
Mossy Nissan	USA Gasoline
National City Auto	Walmart
Center	Supercenter
Nordstrom Rack	Westair Gases & Equipment

REVENUE COMPARISON

Four Quarters – Fiscal Year To Date (Q3 to Q2)

	2016-17	2017-18
Point-of-Sale	\$15,760,368	\$15,500,435
County Pool	2,431,769	2,388,723
State Pool	8,924	8,888
Gross Receipts	\$18,201,061	\$17,898,046
Measure D	\$11,163,296	\$11,467,845

California Overall

Local Government cash receipts from April through June sales dropped 10.1% from the same quarter one year ago due to implementation issues with CDFTA's new tax reporting software system. The results were further skewed by the State's attempt to offset the resulting shortages by advancing tax revenues that it estimates will be generated next quarter.

After reviewing unprocessed returns and approximating the full amounts of partial payments, HdL estimates that once all returns are properly processed and the data adjusted to reflect actual quarter receipts, statewide local sales and use tax revenues will be 1.6% higher than second quarter 2017.

Sales of building and construction materials, jet fuel and online shopping appear to have been the primary drivers of statewide growth during the second quarter. Auto sales leveled off as previously anticipated, although receipts from auto leases continued to show substantial gains. Online fulfillment centers and value themed apparel stores were the primary gainers within the general consumer goods group. Business-industrial purchases were slightly lower than previous quarters with declines in new energy projects being a major factor.

Regionally, the San Francisco Bay area and the Sacramento and San Joaquin Valley areas outperformed the rest of the state.

Tariff Policies and Sales Tax

Tariffs are becoming a key element of the federal government's international trade strategy with additional duties of 10% announced for the end of the third quarter, rising to 25% by the end of 2018.

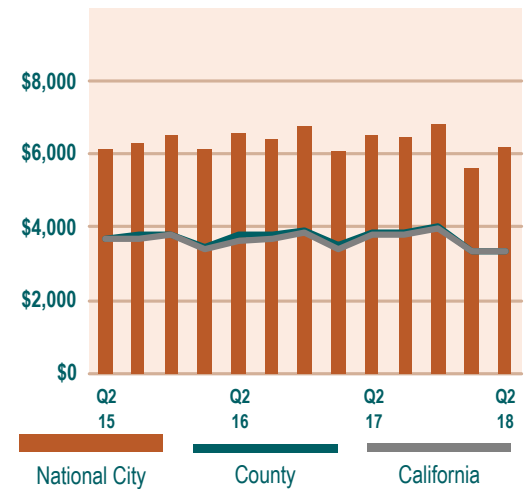
Despite the current debates, analysts believe that the impact on prices and sales will be minimal through the remainder of 2018-19 as most major retailers have already imported their inventory for the holiday season and are attempting to rush spring inventories through customs ahead of the new 5% rates. Many manufacturers have managed to avoid raising prices by absorbing the costs of the

initial first round of tariffs on metals, machinery and components. On the down side, small retailers without the power to lock in prices may be placed at a competitive disadvantage and contractors are beginning to require escalation clauses in contracts to cover potential cost increases on long range projects.

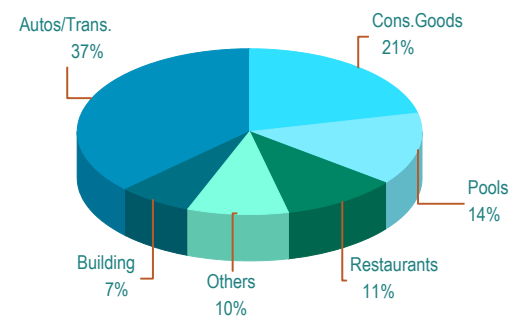
The key concern for analysts projecting 2019-20 tax revenues will be how the federal government refines its trade policies and the impact on sales and use tax revenues. Although higher prices generate more sales tax from individual purchases, they also potentially reduce the number of purchases, particularly in an environment where rising housing, education and health care costs compete for a significant portion of discretionary income.

Proponents of rising tariffs argue that the rising strength of the U.S. dollar will offset the impact of tariff related price increases on consumers. Opponents worry that the stronger dollar and the announced \$5.6 billion in retaliatory tariffs on California exports will negatively impact both the affected companies' job base and capital investment in supplies, equipment and expansion opportunities.

SALES PER CAPITA



REVENUE BY BUSINESS GROUP National City This Quarter



NATIONAL CITY TOP 15 BUSINESS TYPES

<i>*In thousands of dollars</i>				
Business Type	National City		County	HdL State
	Q2 '18*	Change	Change	Change
Auto Lease	179.8	28.5%	67.8%	60.9%
Building Materials	—	CONFIDENTIAL	-25.3%	-23.2%
Casual Dining	184.8	6.6%	-9.6%	-12.6%
Department Stores	177.2	19.7%	23.6%	12.7%
Discount Dept Stores	—	CONFIDENTIAL	-12.0%	-13.5%
Drugs/Chemicals	—	CONFIDENTIAL	-12.7%	-27.5%
Electronics/Appliance Stores	99.6	7.0%	-3.1%	-5.1%
Family Apparel	110.7	-43.7%	-28.5%	-27.2%
New Motor Vehicle Dealers	1,224.9	-3.0%	-5.9%	-1.9%
Quick-Service Restaurants	256.3	4.1%	-5.2%	-5.8%
Service Stations	162.1	-7.9%	-31.9%	-26.4%
Shoe Stores	71.3	10.7%	-7.4%	-3.3%
Specialty Stores	123.0	15.8%	3.9%	-4.6%
Used Automotive Dealers	113.5	0.8%	-37.5%	-41.5%
Women's Apparel	63.0	-17.1%	-13.2%	-12.8%
Total All Accounts	3,853.8	-4.0%	-12.3%	-12.2%
County & State Pool Allocation	631.1	14.9%	4.9%	5.5%
Gross Receipts	4,484.9	-1.7%	-10.3%	-10.1%

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

National City Sales Tax Update Newsletter – Second Quarter 2018

PREPARED BY: Yen Kelly, Budget Analyst

PHONE: 619-336-4332

DEPARTMENT: Finance

APPROVED BY: Mark Ralento

EXPLANATION:

National City has an ongoing contract with Hinderliter, de Llamas & Associates (HdL) to provide sales tax consulting/auditing services. Staff meets quarterly with a representative of HdL to review sales tax results and trends within the City and State-wide.

Attached is the “National City Sales Tax Update” newsletter for the second quarter of fiscal year 2018, which summarizes sales tax data for the period.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: Mark Ralento **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Accept and file the report.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

National City Sales Tax Update Newsletter –Second Quarter 2018

The following page(s) contain the backup material for Agenda Item: [Warrant Register #13 for the period of 09/19/18 through 09/25/18 in the amount of \\$2,140,962.89.](#)
[\(Finance\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #13 for the period of 09/19/18 through 09/25/18 in the amount of \$2,140,962.89.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 09/19/18 through 09/25/18.

Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
AMERESCO Inc	337120	119,068.18	Energy Services Aug 2018
Audio Associates	337122	67,982.95	Audio/Video Equipment – Aug
San DiegoGas & Electric	337185	62,392.00	Las Palmas Pool & Rec Center
SDG&E	337188	74,182.54	Gas & Electric Utilities – Eng
Southwest Signal Service	337194	56,354.66	High-Voltage Damage to Signal
Overland Pacific & Cutter	168261	80,087.00	Relocation Payment 302 W 19 th St
Public Emp Ret System	9192018	243,477.14	Service Period 08/14/18 – 08/27/18

FINANCIAL STATEMENT:

APPROVED: Mark Raluto **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$2,140,962.89.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,140,962.89

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 13



WARRANT REGISTER # 13
9/25/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
DATA TICKET INC	DATA TICKET PARKING ENF/ MAY	337101	9/25/18	3,254.13
DREAMS FOR CHANGE	DEPOSIT RETURN FOR BANNER PERMIT	337102	9/25/18	1,975.00
ESGIL CORPORATION	PLAN CHECKS, INSP: BUILDING	337103	9/25/18	4,581.25
LASER SAVER INC	TONER CARTRIDGES	337104	9/25/18	426.08
LINCOLN AQUATICS	ONE TIME USE WRISTBANDS FOR SENIOR CENTER	337105	9/25/18	151.14
MAZZARELLA & MAZZARELLA LLP	LEGAL SERVICES - AMORTIZATION - INVOICE	337106	9/25/18	4,785.34
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 SMART SOURCE - BUSINESS CARDS	337108	9/25/18	36.98
STAPLES BUSINESS ADVANTAGE	MOP 45704 - STAPLES - OFFICE SUPPLIES	337109	9/25/18	161.32
THE HELMET CENTER LLC	MOTO HELMET	337110	9/25/18	735.17
THE STAR NEWS	PUBLIC NOTICING - STAR NEWS	337111	9/25/18	533.00
T'S & SIGNS	T-SHIRTS FOR MISS NATIONAL CITY CONTEST	337112	9/25/18	65.25
U S BANK	CREDIT CARD EXPENSES / POLICE	337113	9/25/18	2,523.34
U S BANK	CREDIT CARD EXPENSES / CSD	337114	9/25/18	294.14
EATON	TRANSLATION SERVICES JUL 21 - JUL 24 201	337115	9/25/18	560.00
1903 SOLUTIONS LLC	FORTINET RENEWAL 8/30/18 - 8/29/19	337116	9/25/18	6,916.50
ADMINSURE INC	AGREEMENT TO PROVIDE MONTHLY SERVICES	337117	9/25/18	7,396.66
AIRGAS WEST	MOP 45714 GENERAL SUPPLIES - PW	337118	9/25/18	99.09
ALLSTATE PAYMENT PROCESSING	LIABILITY CLAIM COST	337119	9/25/18	1,251.03
AMERESCO INC	ENERGY SERVICES AUG. 2018	337120	9/25/18	119,068.18
AT&T	AT&T SBC PHONE SERVICE FOR AUGUST	337121	9/25/18	7,399.78
AUDIO ASSOCIATES	AUDIO/VIDEO EQUIPMENT~ - AUGUST	337122	9/25/18	67,982.95
BEST BEST & KRIEGER ATTNY LAW	REGIONAL PERMIT PETITION	337123	9/25/18	79.50
BJ'S RENTALS INC	TRACK TRENCHER	337124	9/25/18	437.70
BLUE PACIFIC ENGINEERING	LINCOLN ACRES RAISED SIDEWALK	337125	9/25/18	3,325.00
BOOT WORLD	MOP 64096 SAFETY APPAREL - PW	337126	9/25/18	500.00
CALIFORNIA COMMERCIAL SECURITY	MOP 45754 GENERAL SUPPLIES - PW	337127	9/25/18	109.83
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES - PW	337128	9/25/18	391.00
CANON SOLUTIONS AMERICA INC.	TONER FOR PRINTER / ENGINEERING	337129	9/25/18	50.00
CARTEGRAPH SYSTEMS INC	CDP PARTNER HOSTING	337130	9/25/18	39,600.00
CASAS, LAURA	COUNCIL MEETING TRANSLATION 9/18/18	337131	9/25/18	300.00
CHRISTENSEN & SPATH LLP	PROFESSIONAL SERVICES	337132	9/25/18	1,012.50
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	337133	9/25/18	6,570.00
CLAIMS RESOURCE SERVICES	LIABILITY CLAIM COST	337134	9/25/18	606.05
CLEAN HARBORS ENVIRONMENTAL	CONTRACT SERVICES	337135	9/25/18	1,067.23
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES - PW	337136	9/25/18	128.06
COLANTUONO HIGHSMITH	LIABILITY CLAIM COST	337137	9/25/18	39.56
COUNTY OF SAN DIEGO	2333 EUCLID AVE/FIRE STA #31 PERMIT RENEWAL	337138	9/25/18	1,250.00
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES FOR JUL 2018	337139	9/25/18	1,801.69
COUNTYWIDE MECHANICAL	HVAC MAINTENANCE AND REPAIR	337140	9/25/18	21,984.44
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FY19 - SEPTEMBER	337141	9/25/18	4,399.15
DALEY & HEFT LLP	LIABILITY CLAIM COST	337142	9/25/18	23,353.62
DALEY & HEFT LLP	LIABILITY CLAIM COST	337143	9/25/18	3,619.50
DALEY & HEFT LLP	LIABILITY CLAIM COST	337144	9/25/18	1,663.40
DALEY & HEFT LLP	LIABILITY CLAIM COST	337145	9/25/18	1,237.06
DALEY & HEFT LLP	LIABILITY CLAIM COST	337146	9/25/18	613.90
DANIELS TIRE SERVICE	MOP 76986 AUTO SUPPLIES - PW	337147	9/25/18	144.86



WARRANT REGISTER # 13
9/25/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
DE LAGE LANDEN	LEASE 20 SHARP COPIERS - SEPTEMBER	337148	9/25/18	2,939.63
DELL MARKETING L P	DELL OPTIPLEX 3050	337149	9/25/18	13,062.99
DISCOUNT SPECIALTY CHEMICALS	RUTHLESS PAINT REMOVER	337150	9/25/18	419.20
EISER III, G	PROFESSIONAL SERVICES	337151	9/25/18	5,915.00
FACTORY MOTOR PARTS	MOP 82766 AUTO SUPPLIES - PW	337152	9/25/18	82.68
FEDEX	CONTRACT SERVICES	337153	9/25/18	78.96
FERGUSON ENTERPRISES 1350	MOP 45723 GENERAL SUPPLIES - PW	337154	9/25/18	1,007.97
FIRE ETC	FIELD SERVICE KIT	337155	9/25/18	864.41
GEORGE H WATERS NUTRITION CTR	NEIGHBORHOOD COUNCIL BREAKFAST/SEPT 18	337156	9/25/18	1,700.00
GRAINGER	ICE MAKER MACHINE	337157	9/25/18	6,099.33
HOME DEPOT CREDIT SERVICES	GENERAL SUPPLIES - BUILDING	337158	9/25/18	166.62
HUB CONSTRUCTION	SQWINCHER FRUTPNCH 2.5GAL	337159	9/25/18	40.80
HUNTER'S NURSERY INC	MOP 45719 LANDSCAPE SUPPLIES - PW	337160	9/25/18	128.49
HUTCHINSON	TRAVEL REIMBURSEMENT / ENG	337161	9/25/18	28.61
IRON MOUNTAIN	RECORD MANAGEMENT AND STORAGE	337162	9/25/18	185.40
LASER SAVER INC	MOP 45725 HP CARTRIDGE - CITY CLERK	337163	9/25/18	260.89
LOPEZ, J	TRAVEL REIMBURSEMENT / ENG	337164	9/25/18	34.65
LOPEZ, TERESA YOLANDA	CITY COUNCIL MTG TRANSLATION 9/04/18	337165	9/25/18	160.00
LOZANO SMITH LLP	LEGAL SERVICES-INVESTIGATION "B"	337166	9/25/18	279.78
MAINTEX INC	CITY WIDE JANITORIAL SUPPLIES	337167	9/25/18	1,473.96
MASON'S SAW	KOMBI SYSTEM POWER HEAD	337168	9/25/18	1,540.21
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	337169	9/25/18	2,499.69
MEYERS NAVE	LABOR RELATIONS & NEGOTIATIONS SERVICES	337170	9/25/18	4,906.30
NAPA AUTO PARTS	MOP 45735 EQUIPMENT SUPPLIES - PW	337171	9/25/18	30.83
NATIONAL CITY TROPHY	MOP #66556/EMPLOYEE OF THE QUARTER/HR	337172	9/25/18	492.64
NGUOI VIET TODAY NEWS	NOTICE OF ELECTION NOMINEES VIETNAMESE	337173	9/25/18	30.00
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	337174	9/25/18	29.10
OVERLAND PACIFIC & CUTLER LLC	PARADISE CREEK PARK PROJECT RELOCATION	337175	9/25/18	6,208.75
PACIFIC TRUCK EQUIPMENT INC	RECESSED BUMPER IN AGRENT GRAY	337176	9/25/18	686.56
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	337177	9/25/18	526.01
PARTS AUTHORITY METRO LLC	MOP 45943 AUTO SUPPLIES - PW	337178	9/25/18	109.51
PENSKE FORD	R&M CITY VEHICLES FY 2019	337179	9/25/18	1,304.68
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO SUPPLIES - PW	337180	9/25/18	344.95
PRO BUILD	MOP 45707 GENERAL SUPPLIES - PW	337181	9/25/18	3,996.94
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	337182	9/25/18	816.15
ROBERSON, R	TRAVEL REIMBURSEMENT / ENG	337183	9/25/18	41.44
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE FOR CITY	337184	9/25/18	60.00
SAN DIEGO GAS & ELECTRIC	LAS PALMAS POOL AND REC CENTER -ENG	337185	9/25/18	62,392.00
SAN DIEGO GAS & ELECTRIC	1202 1/2 HIGHLAND AVE - ENG	337186	9/25/18	553.00
SAN DIEGO UNION TRIBUNE	LAS PALMAS STORM DRAIN	337187	9/25/18	756.40
SDG&E	GAS & ELECTRIC UTILITIES - PW	337188	9/25/18	74,182.54
SHARP REES STEALY MED GROUP	DMV EXAM	337189	9/25/18	110.00
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES - PW	337190	9/25/18	1,471.58
SMART & FINAL	MOP 45756 SNACKS CASA DE SALUD - COMM SVCS	337191	9/25/18	70.93
SONSRAY MACHINERY LLC	CONDENSER FOR STREET / PW	337192	9/25/18	358.00
SOUTHERN CALIF TRUCK STOP	MOP 45758 AUTO SERVICES - PW	337193	9/25/18	358.21



WARRANT REGISTER # 13
9/25/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SOUTHWEST SIGNAL SERVICE	HIGH-VOLTAGE DAMAGE TO SIGNAL	337194	9/25/18	56,354.66
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES/ENG.	337195	9/25/18	662.22
STAPLES BUSINESS ADVANTAGE	MOP 45704 / OFFICE SUPPLIES / CMO	337196	9/25/18	848.19
STARTTECH COMPUTERS	MOP #61744/COMPUTER SUPPLIES/MIS	337197	9/25/18	630.55
STC TRAFFIC	SEWER CIP PROJECT	337198	9/25/18	1,552.50
SWANK MOTION PICTURES INC	SUMMER MOVIES IN THE PARK - COMM SVCS	337199	9/25/18	435.00
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER UTILITIES	337200	9/25/18	1,190.31
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES - PW	337201	9/25/18	494.81
THE FILIPINO PRESS INC	NOTICE OF ELECTION NOMINEES TAGALOG	337202	9/25/18	40.00
THE LAW OFFICE OF HEWGILL	LIABILITY CLAIM COST	337203	9/25/18	20,000.00
THE LIGHTHOUSE INC	LED LIGHTHEAD	337204	9/25/18	1,104.96
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES / NSD	337205	9/25/18	399.70
THE STAR NEWS	ADVERTISING NOTICES NOV 06, 2018	337206	9/25/18	69.19
TOPECO PRODUCTS	MOP 63849 AUTO SUPPLIES - PW	337207	9/25/18	154.94
T'S & SIGNS	VOLUNTEER RECOGNITION DINNER/COMM SVCS	337208	9/25/18	38.06
TSC GROUP INC	LEASE STATION #33	337209	9/25/18	2,533.06
TURF STAR INC	AIR CLEANER COVERS	337210	9/25/18	318.17
U S BANK	SUBSCRIPTIONS / TRAINING	337211	9/25/18	100.96
UNDERGROUND SERVICE ALERT	NAT01 NEW TICKET CHARGES	337212	9/25/18	303.70
VALLEY INDUSTRIAL SPECIALTIES	MOP 46453 GENERAL SUPPLIES - PW	337213	9/25/18	692.52
VERIZON WIRELESS	VERIZON CELLULAR SERVICES AUGUST	337214	9/25/18	956.37
VISTA PAINT	MOP 68834 TRAFFIC PAINT - PW	337215	9/25/18	2,826.62
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	337216	9/25/18	5,348.91
WEST PAYMENT CENTER	BOOKS	337217	9/25/18	1,023.96
WESTFLEX INDUSTRIAL	MOP 63850 AUTO SUPPLIES - PW	337218	9/25/18	182.04
WETMORES	MOP 80333 AUTO SUPPLIES - PW	337219	9/25/18	281.09
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES - PW	337220	9/25/18	211.73

A/P Total 642,040.39

WIRED PAYMENTS

OVERLAND PACIFIC & CUTLER LLC	RELOCATION PAYMENT FOR 302 W 19TH ST	168261	9/24/18	80,087.00
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 08/14/18 - 08/27/18	9192018	9/19/18	243,477.14

PAYROLL

<u>Pay period</u>	<u>Start Date</u>	<u>End Date</u>	<u>Check Date</u>	
20	9/11/2018	9/24/2018	10/3/2018	1,175,358.36

GRAND TOTAL

\$ 2,140,962.89

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 20TH OF NOVEMBER 2018.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #14 for the period of 09/26/18 through 10/02/18 in the amount of \\$1,568,564.85.](#)
[\(Finance\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #14 for the period of 09/26/18 through 10/02/18 in the amount of \$1,568,564.85.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 09/26/18 through 10/02/18.

Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
City of San Diego	337251	58,083.00	Fire Dispatching
Public Emp Ret System	10022018	239,788.23	Service Period 08/28/18-09/10/18

FINANCIAL STATEMENT:

APPROVED: Mark Raluto **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$1,568,564.85.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,568,564.85

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 14



WARRANT REGISTER # 14
10/2/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ALL THE KINGS FLAGS	CITY WIDE FLAGS / PW	337221	10/2/18	3,531.19
AMERICAN PLANNING ASSOCIATION	AMERICAN PLANNING ASSOCIATION CONFERENCE	337222	10/2/18	375.00
ARMIDA ALDARA DE LASROSA	REFUND / VIOLATION DISMISSED	337223	10/2/18	25.00
CALIFA GROUP	CENIC BROADBAND - LIBRARY	337224	10/2/18	4,696.68
CHRISTENSEN & SPATH LLP	PROFESSIONAL SERVICE - WITOD	337225	10/2/18	956.25
COUNTY OF SAN DIEGO	WITOD PROJECT	337226	10/2/18	14.00
NATIONAL EMBLEM INC	INV 379596 - HASHMARKS / POLICE	337227	10/2/18	1,852.35
PRUDENTIAL OVERALL SUPPLY	MOP# 45742. LAUNDRY SERVICES / PARKS	337228	10/2/18	1,635.28
SANCHEZ, VICTOR	FEE REFUND, BUILDING	337229	10/2/18	1,852.20
THE PUN GROUP LLP	INDEPENDENT AUDITING SERVICES / FINANCE	337230	10/2/18	27,000.00
ACE UNIFORMS & ACCESSORIES INC	UNIFORM ANDERSON MARIOTA	337231	10/2/18	1,404.87
ACEDO, I	RETIREE HEALTH BENEFIT OCT 2018	337232	10/2/18	160.00
ADAMSON POLICE PRODUCTS	VEST CARRIER HERNANDEZ	337233	10/2/18	76.13
ALDEMCO	FOOD - NUTRITION CENTER	337234	10/2/18	3,071.65
ANDERSON, E	RETIREE HEALTH BENEFIT OCT 2018	337235	10/2/18	110.00
AT&T	AT&T SBC PHONE SERVICE SEPTEMBER	337236	10/2/18	360.90
AYDELOTTE, D	TRAINING ADV SUP POST SLI/AYDELOTTE	337237	10/2/18	384.00
BEARD, P	RETIREE HEALTH BENEFIT OCT 2018	337238	10/2/18	70.00
BECK, L	RETIREE HEALTH BENEFIT OCT 2018	337239	10/2/18	140.00
BEST BEST & KRIEGER ATTNY LAW	PERSONNEL MATTER	337240	10/2/18	1,881.00
BISHOP, R	RETIREE HEALTH BENEFIT OCT 2018	337241	10/2/18	110.00
BOEGLER, C	RETIREE HEALTH BENEFIT OCT 2018	337242	10/2/18	260.00
BOGLE, J	REIMBURSEMENT: TRAVEL EXPENSES	337243	10/2/18	101.75
BULL, P	RETIREE HEALTH BENEFIT OCT 2018	337244	10/2/18	580.00
CAL UNIFORMS INC	NAMETAGS	337245	10/2/18	213.00
CALIFORNIA ASSOCIATION	CACEO CERTIFICATION EXAM / NSD	337246	10/2/18	260.00
CALLYO 2009 CORP	CALLYO 12 MO SERVICE	337247	10/2/18	2,040.00
CARRILLO, R	RETIREE HEALTH BENEFIT OCT 2018	337248	10/2/18	290.00
CAVENAUGH & ASSOCIATES	TRAINING TUITION DUI/LOPEZ R	337249	10/2/18	548.00
CIRCULATE SAN DIEGO	INTRA-CONNECT	337250	10/2/18	18,501.62
CITY OF SAN DIEGO	FIRE DISPATCHING	337251	10/2/18	58,083.00
COLE, L	RETIREE HEALTH BENEFIT OCT 2018	337252	10/2/18	165.00
COLLINSON, C	RETIREE HEALTH BENEFIT OCT 2018	337253	10/2/18	420.00
COMPUTER PROTECTION TECH INC	PREVENTATIVE MAINTENANCE SERVICE ON	337254	10/2/18	950.00
CONDON, D	RETIREE HEALTH BENEFIT OCT 2018	337255	10/2/18	280.00
CORDERO, E	RETIREE HEALTH BENEFIT OCT 2018	337256	10/2/18	520.00
CORPUZ, T	RETIREE HEALTH BENEFIT OCT 2018	337257	10/2/18	140.00
CULLIGAN OF SAN DIEGO	WATER SOFTENER FOR STEAMER	337258	10/2/18	218.00
DANESHFAR, Z	RETIREE HEALTH BENEFIT OCT 2018	337259	10/2/18	250.00
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS	337260	10/2/18	480.00
DESROCHERS, P	RETIREE HEALTH BENEFIT OCT 2018	337261	10/2/18	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFIT OCT 2018	337262	10/2/18	70.00
DIAZ, M	RETIREE HEALTH BENEFIT OCT 2018	337263	10/2/18	680.00
DILLARD, S	RETIREE HEALTH BENEFIT OCT 2018	337264	10/2/18	480.00
DOKKEN ENGINEERING	PLAZA BLVD. PROJECT	337265	10/2/18	2,155.26
DOUGHERTY, J	TRAINING ADV SUP ROT/DOUGHERTY	337266	10/2/18	512.00
DREDGE, J	RETIREE HEALTH BENEFIT OCT 2018	337267	10/2/18	250.00



WARRANT REGISTER # 14
10/2/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
EISER III, G	RETIREE HEALTH BENEFIT OCT 2018	337268	10/2/18	250.00
EPLUS TECHNOLOGY INC	THREAT PREVENTION SUBSCRIPTION	337269	10/2/18	22,756.00
ETZLER, J	RETIREE HEALTH BENEFIT OCT 2018	337270	10/2/18	460.00
FABINSKI, D	RETIREE HEALTH BENEFIT OCT 2018	337271	10/2/18	220.00
FEDEX	TESTING MATERIALS FOR POLICE RECRUIT	337272	10/2/18	19.85
FERNANDEZ, R	RETIREE HEALTH BENEFIT OCT 2018	337273	10/2/18	270.00
FIFIELD, K	RETIREE HEALTH BENEFIT OCT 2018	337274	10/2/18	540.00
GELSKEY, K	RETIREE HEALTH BENEFIT OCT 2018	337275	10/2/18	115.00
GEOSYNTEC CONSULTANTS INC	835 BAY MARINA CLOSURE	337276	10/2/18	1,552.50
GIBBS JR, R	RETIREE HEALTH BENEFIT OCT 2018	337277	10/2/18	120.00
GONZALES, M	RETIREE HEALTH BENEFIT OCT 2018	337278	10/2/18	480.00
GRAINGER	MOP GRAINGER PD	337279	10/2/18	31.86
HAMEL, K	REIMBURSEMENT: STRIKE TEAM EXPENSES	337280	10/2/18	633.78
HANSON, E	RETIREE HEALTH BENEFIT OCT 2018	337281	10/2/18	135.00
HARLAN, M	RETIREE HEALTH BENEFIT OCT 2018	337282	10/2/18	500.00
HARRIS & ASSOCIATES INC	PARADISE VALLEY CREEK	337283	10/2/18	44,668.72
HAUG, S	RETIREE HEALTH BENEFIT OCT 2018	337284	10/2/18	120.00
HERNANDEZ, R	RETIREE HEALTH BENEFIT OCT 2018	337285	10/2/18	400.00
HODGES, B	RETIREE HEALTH BENEFIT OCT 2018	337286	10/2/18	200.00
IBARRA, J	RETIREE HEALTH BENEFIT OCT 2018	337287	10/2/18	780.00
IDEMIA IDENTITY & SECURITY USA	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	337288	10/2/18	30.00
INNOVATIVE CONSTRUCTION	CITYWIDE PED. MIDBLOCK	337289	10/2/18	24,531.00
JAMES, R	RETIREE HEALTH BENEFIT OCT 2018	337290	10/2/18	140.00
JUNIEL, R	RETIREE HEALTH BENEFIT OCT 2018	337291	10/2/18	50.00
KIMBLE, R	RETIREE HEALTH BENEFIT OCT 2018	337292	10/2/18	300.00
KIMLEY HORN AND ASSOC INC	SAFE ROUTE TO SCHOOL	337293	10/2/18	677.90
KLOS, F	RETIREE HEALTH BENEFIT OCT 2018	337294	10/2/18	480.00
LADCO	LIABILITY CLAIM COST	337295	10/2/18	120.00
LANDA, A	RETIREE HEALTH BENEFIT OCT 2018	337296	10/2/18	155.00
LANGUAGELINK	LANGUAGE LINK ELECTION NOTICES FY19	337297	10/2/18	610.00
LASER SAVER INC	MOP LASER SAVER PD	337298	10/2/18	1,773.93
LIMFUECO, M	RETIREE HEALTH BENEFIT OCT 2018	337299	10/2/18	160.00
LOPEZ, TERESA YOLANDA	COUNCIL MEETING TRANSLATION 9/18/18	337300	10/2/18	240.00
MATIENZO, M	RETIREE HEALTH BENEFIT OCT 2018	337301	10/2/18	100.00
MC CABE, T	RETIREE HEALTH BENEFIT OCT 2018	337302	10/2/18	280.00
MCDANIEL, P	RETIREE HEALTH BENEFIT OCT 2018	337303	10/2/18	290.00
MEDINA, R	RETIREE HEALTH BENEFIT OCT 2018	337304	10/2/18	105.00
MENDOZA, G	RETIREE HEALTH BENEFIT OCT 2018	337305	10/2/18	290.00
MEYERS NAVE	LABOR RELATIONS & NEGOTIATIONS SVCS	337306	10/2/18	7,669.41
MINER, D	RETIREE HEALTH BENEFIT OCT 2018	337307	10/2/18	580.00
NAGLE, D	TRAINING ADV LODGE SUB FTO/NAGLE D	337308	10/2/18	687.63
NATIONAL CITY CHAMBER	NCCC MEMBERSHIP DUES / RIOS	337309	10/2/18	100.00
NATIONAL RECREATION	NATIONAL RECREATION AND PARK ASSOCIATION	337310	10/2/18	650.00
NIEBLAS, J	LIABILITY CLAIM COST	337311	10/2/18	2,186.15
NOTEWARE, D	RETIREE HEALTH BENEFIT OCT 2018	337312	10/2/18	120.00
OLIVARES, G	RETIREE HEALTH BENEFIT OCT 2018	337313	10/2/18	280.00
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES - NUTRITION	337314	10/2/18	810.08



WARRANT REGISTER # 14
10/2/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PAUU JR, P	RETIREE HEALTH BENEFIT OCT 2018	337315	10/2/18	340.00
PEASE JR, D	RETIREE HEALTH BENEFIT OCT 2018	337316	10/2/18	140.00
PETERS, S	RETIREE HEALTH BENEFIT OCT 2018	337317	10/2/18	290.00
PIERSON, D	REIMB: PIERSON CAR RENTAL / PD	337318	10/2/18	143.91
POST, R	RETIREE HEALTH BENEFIT OCT 2018	337319	10/2/18	280.00
PRO BUILD	MOP DIXIELINE PD	337320	10/2/18	1.95
PROFORCE LAW ENFORCEMENT	TASER CARTRIDGES	337321	10/2/18	16,245.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742, FIRE CHARGES	337322	10/2/18	100.00
QUIROGA, R	TRAINING ADV SUB ROT PD/QUIROGA	337323	10/2/18	512.00
RANDALL LAMB ASSOCIATES INC	N.C. LIBRARY HVAC SYST.	337324	10/2/18	15,420.00
RAY, S	RETIREE HEALTH BENEFIT OCT 2018	337325	10/2/18	190.00
RELY ENVIRONMENTAL	HAZARDOUS WASTE	337326	10/2/18	4,755.00
ROARK, L	RETIREE HEALTH BENEFIT OCT 2018	337327	10/2/18	135.00
RUIZ, J	RETIREE HEALTH BENEFIT OCT 2018	337328	10/2/18	310.00
SAN DIEGO POLICE EQUIPMENT	LAWMAN TMJ AMMO	337329	10/2/18	9,795.47
SANCHEZ, L	RETIREE HEALTH BENEFIT OCT 2018	337330	10/2/18	330.00
SEAPORT MEAT COMPANY	FOOD - NUTRITION CENTER	337331	10/2/18	916.35
SERVATIUS, J	RETIREE HEALTH BENEFIT OCT 2018	337332	10/2/18	340.00
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY19	337333	10/2/18	3,335.75
SHORT, C	RETIREE HEALTH BENEFIT OCT 2018	337334	10/2/18	300.00
SMART & FINAL	MOP SMART FINAL PD	337335	10/2/18	931.24
SMART SOURCE OF CALIFORNIA LLC	TABLE COVER / PD	337336	10/2/18	441.54
SMITH, J	RETIREE HEALTH BENEFIT OCT 2018	337337	10/2/18	320.00
SOUTH BAY REGIONAL PUBLIC	TRAINING TUITION FTO UPD/NAGLE D / PD	337338	10/2/18	85.00
SPOK INC	METROCALL PAGING FOR FY19	337339	10/2/18	655.46
STAPLES BUSINESS ADVANTAGE	MOP# 45704. OFFICE SUPPLIES / FIRE	337340	10/2/18	1,295.93
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / CSD	337341	10/2/18	420.82
STARTECH COMPUTERS	MOP #61744/COMPUTER SUPPLIES/MIS	337342	10/2/18	459.36
STEWART, W	RETIREE HEALTH BENEFIT OCT 2018	337343	10/2/18	200.00
STRASEN, W	RETIREE HEALTH BENEFIT OCT 2018	337344	10/2/18	135.00
SYMBOLARTS, LLC	BADGE / PD	337345	10/2/18	106.00
SYSCO SAN DIEGO INC	FOOD - NUTRITION CENTER	337346	10/2/18	4,554.32
TALLAL INC	SUMMER MOVIES IN THE PARK / CSD	337347	10/2/18	245.00
THE EPOCH TIMES	NOTICE OF NOV ELECTION - CHINESE	337348	10/2/18	120.00
THE STAR NEWS	ADVERTISING NOTICES FOR FY19	337349	10/2/18	143.50
TIPTON, B	RETIREE HEALTH BENEFIT OCT 2018	337350	10/2/18	250.00
TRI TECH FORENSICS INC	187 BARRIER / POLICE	337351	10/2/18	4,598.00
TURF STAR INC	DE-MYSTIFICATION OF SPRAYERS SEMINAR	337352	10/2/18	100.00
U S BANK	CREDIT CARD EXPENSES / FIRE	337353	10/2/18	625.98
V & V MANUFACTURING	EMPLOYEE RECOGNITION PINS FOR FY19	337354	10/2/18	2,450.92
VERRY, L	RETIREE HEALTH BENEFIT OCT 2018	337355	10/2/18	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFIT OCT 2018	337356	10/2/18	480.00
VIORA, B	REIMB - EMS PARAMEDIC LICENSE RENEWAL	337357	10/2/18	200.00
WHITE, J	RETIREE HEALTH BENEFIT OCT 2018	337358	10/2/18	230.00
WILLY'S ELECTRONIC SUPPLY	MOP #45763/ELECTRONIC SUPPLIES/MIS	337359	10/2/18	32.08
YBARRA, A	TRAINING ADV POST SLI 3/A	337360	10/2/18	414.00



WARRANT REGISTER # 14
10/2/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
			A/P Total	329,587.52
WIRED PAYMENTS				
CITY NATIONAL BANK	LEASE PAYMENT #34 ENERGY PROJECT	105615	10/2/18	43,101.10
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 08/28/18 - 09/10/18	10022018	10/2/18	239,788.23
SECTION 8 HAPS				
	Start Date	End Date		
	9/26/2018	10/2/2018		956,088.00
GRAND TOTAL				<u>\$1,568,564.85</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 20TH OF NOVEMBER 2018.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #15 for the period of 10/03/18 through 10/09/18 in the amount of \\$2,200,455.60.](#)
[\(Finance\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #15 for the period of 10/03/18 through 10/09/18 in the amount of \$2,200,455.60.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 10/03/18 through 10/09/18.

Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
ACCI Roofing Services	337361	149,891.00	Police Dept Roof Replacement /Eng
ESGIL Corporation	337389	84,986.19	Plan Checks / Building
Kaiser Foundation HP	337396	192,218.88	Group 104220 – 0002 / Oct 2018
Kaiser Foundation HP	337397	191,614.84	Group 104220 – 0002 / Sep 2018

FINANCIAL STATEMENT:

APPROVED: Mark Ralvito **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$2,200,455.60.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,200,455.60

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 15



WARRANT REGISTER # 15
10/9/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACCI ROOFING SERVICES	POLICE DEPARTMENT ROOF REPLACEMENT-ENG	337361	10/9/18	149,891.00
ARJIS	FY 19 GRAFFITI TRACKER CONTRIBUTION - JUN	337362	10/9/18	1,193.08
AT&T	AT&T SBC PHONE SERVICE AUGUST	337363	10/9/18	2,291.80
BEST BEST & KRIEGER ATTNY LAW	TRAINING, TRAVEL & SUBSISTENCE	337364	10/9/18	50.00
C A P F	OCTOBER 2018 - FIRE LTD	337365	10/9/18	931.00
CALIFORNIA COMMERCIAL SECURITY	MOP 45754 BUILDING SUPPLIES PW	337366	10/9/18	1,069.28
CALIFORNIA LAW ENFORCEMENT	OCTOBER 2018 - PD LTD	337367	10/9/18	2,070.25
CANON SOLUTIONS AMERICA INC.	PLOTWAVE 345 TONER / ENG	337368	10/9/18	142.39
CARTEGRAPH SYSTEMS INC	IMPLEMENTATION SERVICES	337369	10/9/18	500.00
CASAS, LAURA	COUNCIL MEETING TRANSLATION 10/02/18	337370	10/9/18	125.00
CEB	BOOKS	337371	10/9/18	184.04
CLEAN HARBORS ENVIRONMENTAL	CONTRACT SERVICES JULY 2018	337372	10/9/18	701.23
COMMERCIAL AQUATIC SERVICE INC	POOL SUPPLIES COMMERCIAL AQUATIC SERVICE	337373	10/9/18	2,180.33
COUNTY OF SAN DIEGO	NEXTGEN REGIONAL COMMUNICATIONS SYSTEM -	337374	10/9/18	9,044.00
COX COMMUNICATIONS	COX DATA VIDEO SERVICES OCTOBER	337375	10/9/18	174.00
CYNTHIA TITGEN CONSULTING INC	WORKERS' COMPENSATION CONSULTING - SEP	337376	10/9/18	1,955.00
D'ALESIO INC.	HELMET PANELS	337377	10/9/18	443.59
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2019	337378	10/9/18	3,119.91
DELTA DENTAL	SEPTEMBER 2018 DENTAL INS PREMIER	337379	10/9/18	15,846.66
DELTA DENTAL	OCTOBER 2018 DENTAL INS PREMIER	337380	10/9/18	15,700.92
DELTA DENTAL	SEPTEMBER 2018 GRP#05 - 0908601002	337381	10/9/18	281.40
DELTA DENTAL INSURANCE CO	SEPTEMBER 2018 GRP #5 - 7029600000	337382	10/9/18	2,916.54
DELTA DENTAL INSURANCE CO	OCTOBER 2018 GRP #05 - 7029600000	337383	10/9/18	2,885.85
DEPT OF JUSTICE	DOJ FINGERPRINTING JULY	337384	10/9/18	258.00
D-MAX ENGINEERING	STORM WATER SERVICES FY2018-19	337385	10/9/18	32,616.44
EAGLE PAVING COMPANY INC	CITYWIDE PEDESTRIAN MIDBLOCK	337386	10/9/18	29,412.59
ED BRAINARD	ANNUAL PROFESSIONAL HORTICULTURAL SEMINAF	337387	10/9/18	315.00
ENTERPRISE FLEET MANAGEMENT	FLEET LEASE AND MAINTENANCE - ENG	337388	10/9/18	15,247.30
ESGIL CORPORATION	PLAN CHECKS, BUILDING	337389	10/9/18	84,986.19
EXOS COMMUNITY SERVICES LLC	JULY PROFESSIONAL SERVICES AND PROGRAM	337390	10/9/18	47,843.32
EXPERIAN	CREDIT CHECKS	337391	10/9/18	107.60
GEOSYNTEC CONSULTANTS INC	DUCK POND GW MONITORING	337392	10/9/18	6,965.93
HAMEL, K	MEDIC FEE REIMBURSEMENT	337393	10/9/18	200.00
HERNANDEZ, P	TRAINING ADV SUB HOSTAGE NEGOTIATION/PD	337394	10/9/18	661.90
INNOVATIVE CONSTRUCTION	CITYWIDE PED. MIDBLOCK C.	337395	10/9/18	16,318.00
KAISER FOUNDATION HEALTH PLANS	GROUP 104220 - 0002 OCTOBER 2018	337396	10/9/18	192,218.88
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-0002 SEPTEMBER 2018	337397	10/9/18	191,614.84
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-01,06,07 OCTOBER 2018	337398	10/9/18	21,249.62
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-01, 06, 07 SEPTEMBER 2018	337399	10/9/18	21,249.62
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-03, 09 SEPTEMBER 2018	337400	10/9/18	5,626.96
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-05 OCTOBER 2018	337401	10/9/18	3,979.10
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-05 SEPTEMBER 2018	337402	10/9/18	3,979.10
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-7002 SEPTEMBER 2018	337403	10/9/18	3,245.64
KTUA	NATIONAL CITY INTRA-CONNECT	337404	10/9/18	17,802.50
LANGUAGE LINE SERVICES	NON EMERGENCY LANGUAGE TRANSLATION	337405	10/9/18	235.63
LOPEZ, J	PROFESSIONAL ENG. LICENSE / LOPEZ	337406	10/9/18	115.00



WARRANT REGISTER # 15
10/9/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
LOPEZ, R	TRAINING DUI ADV LODGE/LOPEZ R	337407	10/9/18	661.15
LOPEZ, TERESA YOLANDA	COUNCIL MEETING TRANSLATION 10/02/18	337408	10/9/18	240.00
LOZANO SMITH LLP	PROFESSIONAL SERVICES	337409	10/9/18	11,740.87
MICHAEL BAKER INTERNATIONAL	CONSULT FOR STORM PIPES	337410	10/9/18	7,402.50
MOBILE WIRELESS LLC	NETMOTION MOBILITY MAINTENANCE: PREMIUM	337411	10/9/18	6,536.00
NATIONAL CITY AUTO TRIM	R&M CITY VEHICLES AS NEEDED FY 2019	337412	10/9/18	350.00
NATIONAL CITY CAR WASH	CAR WASH SERVICES FOR CITY FLEET FY 2019	337413	10/9/18	525.00
NV5 INC	SEWER MP REVIEW & CAPITAL IMP.	337414	10/9/18	41,869.00
PAL GENERAL ENGINEERING INC	N. KENTON AVE. ST. IMPROV.	337415	10/9/18	34,872.32
PALOMAR HEALTH	SEXUAL ABUSE EXAM	337416	10/9/18	1,350.00
PENSKE FORD	R&M CITY VEHICLES FY 2019	337417	10/9/18	502.72
PRO BUILD	MOP 45705, FIRE CHARGES	337418	10/9/18	14.12
PSYBAR LLC	FITNESS FOR DUTY	337419	10/9/18	4,069.00
RELIANCE STANDARD	SEPTEMBER 2018 GRP VA1826233	337420	10/9/18	4,195.35
RESCUE TECH 1, INC.	TRAINING MANIKINS	337421	10/9/18	1,398.02
ROUNDS, R	TRAINING LAPD LEADERSHIP II/ROUNDS	337422	10/9/18	694.14
S D COUNTY SHERIFF'S DEPT	CAL ID 7/1/18-12/31/18	337423	10/9/18	7,280.00
SAN DIEGO FAMILY MAGAZINE LLC	MARKETING AD FOR UPCOMING EVENTS / CSD	337424	10/9/18	705.00
SAN DIEGO POLICE EQUIPMENT	VEST SGT MATTHEW SMITH	337425	10/9/18	890.67
SASI	MONTHLY TRUST ACCOUNTING OCT 2018	337426	10/9/18	41.50
SCST INC	CITYWIDE ALLEY IMPROV.	337427	10/9/18	1,335.00
SDG&E	SDG&E UTILITIES FOR FACILITIES FY 2019	337428	10/9/18	29,542.31
SMART & FINAL	KITCHEN UTENSILS	337429	10/9/18	903.05
SMART SOURCE OF CALIFORNIA LLC	TROOPER HATS / PD	337430	10/9/18	3,190.42
STAPLES BUSINESS ADVANTAGE	MOP #45704/OFFICE SUPPLIES/HR	337432	10/9/18	21.73
STARTECH COMPUTERS	MOP #61744/COMPUTER SUPPLIES/MIS	337433	10/9/18	497.90
SUPERIOR READY MIX	COLD MIX ASPHALTS, TACK OIL, 3/8 SHEET	337434	10/9/18	2,630.48
SWEETWATER AUTHORITY	WATER SERVICES FOR PARK FY 2019	337435	10/9/18	822.66
SYMBOLARTS, LLC	BADGES / PD	337436	10/9/18	1,422.00
THE LINCOLN NATIONAL LIFE INS	GROUP 415491 SEPTEMBER 2018	337437	10/9/18	10,119.31
THE LINCOLN NATIONAL LIFE INS	GROUP 415491 OCTOBER 2018	337438	10/9/18	9,953.46
TSC GROUP INC	LEASE STATION #33 / FIRE	337439	10/9/18	2,533.06
U S BANK	CREDIT CARD CHARGES, FIRE	337440	10/9/18	11,048.26
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS AND MAINTENANCE	337441	10/9/18	457.84
VCA EMERGENCY ANIMAL HOSPITAL	EMERGENCY ANIMAL CARE	337442	10/9/18	55.25
VERIZON WIRELESS	VERIZON CELLULAR SERVICES FOR SEPTEMBER	337443	10/9/18	79.01
VISION SERVICE PLAN	SEPTEMBER 2018 VISION SERVICE PLAN	337444	10/9/18	863.51
VISION SERVICE PLAN	OCTOBER 2018 VISION SERVICE PLAN	337445	10/9/18	863.51
VORTEX INDUSTRIES INC	CITY WIDE ON SITE SERVICES AND REPAIRS	337446	10/9/18	7,569.98
WILLY'S ELECTRONIC SUPPLY	MOP 45763/ELECTRONIC SUPPLIES - MIS	337447	10/9/18	11.78
STC TRAFFIC	T&A#90199 N.C.B. 28TH ST	337448	10/9/18	8,047.50
SUPERIOR READY MIX CONCRETE LP	T&A#90227 1126 E. 7TH ST	337449	10/9/18	1,262.26
LONG, D	TRAINING ADVANCE SUB ICI NARCOTICS / PD	337450	10/9/18	1,313.28
SKILLPATH SEMINARS	PERSUASIVE COMMUNICATION TRAINING	337451	10/9/18	168.99

A/P Total 1,129,996.34



WARRANT REGISTER # 15
10/9/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PAYROLL				
Pay period	Start Date	End Date	Check Date	
21	9/25/2018	10/8/2018	10/17/2018	1,070,459.26
GRAND TOTAL				<u>\$2,200,455.60</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 20TH OF NOVEMBER 2018.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #16 for the period of 10/10/18 through 10/16/18 in the amount of \\$746,192.50. \(Finance\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #16 for the period of 10/10/18 through 10/16/18 in the amount of \$746,192.50.
(Finance)

PREPARED BY: Karla Apalategui, Accounting Assistant

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: _____

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 10/10/18 through 10/16/18.

Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Kimley Horn and Assoc	337497	79,464.13	ATP & HSIP Grants / Eng
Adminsire Inc	52581	84,852.28	W/C Acct Replenishment Sept 2018
Public Emp Ret System	10102018	236,886.83	Service Period 9/11/18 – 9/24/18

FINANCIAL STATEMENT:

APPROVED: Mark Ralvito **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Warrant total \$746,192.50.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$746,192.50

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 16



WARRANT REGISTER # 16
10/16/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACADEMI TRAINING CENTER LLC	TRAINING 8/14 & 21 / POLICE	337452	10/16/18	800.00
ACE UNIFORMS & ACCESSORIES INC	POLICE OFFICER EQUIPMENT SWAT UNIFORM / PD	337453	10/16/18	476.21
ACME SAFETY & SUPPLY CORP	TRAFFIC CONES / CSD	337454	10/16/18	490.35
AIRGAS WEST	MOP 45714 SAFETY APPAREL - PW	337455	10/16/18	438.49
AK & COMPANY	FY18 SB90 MANDATED CLAIM SERVICES	337456	10/16/18	3,500.00
ALIGNMENT EXPRESS OF CA INC	VEHICLE ALIGNMENT SERVICE	337457	10/16/18	325.99
ALLSTAR FIRE EQUIPMENT INC	TURNOUTS / FIRE	337458	10/16/18	2,440.02
ALPHA PROJECT FOR THE HOMELESS	ALPHA PROJECT FOR OUTREACH SERVICES / NSD	337459	10/16/18	9,915.59
AYDELOTTE, D	TRAINING REIM SLI 7 / AYDELOTTE	337460	10/16/18	92.71
BOOT WORLD	MOP 64096 SAFETY APPAREL – PW	337461	10/16/18	250.00
CAL UNIFORMS INC	NAME BARS	337462	10/16/18	136.93
CEB	BOOKS / CITY ATTORNEY'S OFFICE	337463	10/16/18	229.83
CHEN RYAN ASSOCIATES INC	NATIONAL CITY ATP GRANTS	337464	10/16/18	19,990.00
CIRCULATE SAN DIEGO	ACTIVE TRANSPORTATION PLANNING	337465	10/16/18	13,661.43
CLAIMS MANAGEMENT ASSOCIATES	PROFESSIONAL SERVICES	337466	10/16/18	6,480.00
CLEAN HARBORS ENVIRONMENTAL	HOUSEHOLD HAZARD WASTE SERVICES - ENG	337467	10/16/18	427.00
CLEAR WATER TECHNOLOGIES LLC	MONTHLY WATER TREATMENT - SEP 2018	337468	10/16/18	1,160.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES – PW	337469	10/16/18	731.64
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES / SEPT	337470	10/16/18	2,525.18
COUNTYWIDE MECHANICAL SYSTEMS	KIMBALL SENIOR CENTER	337471	10/16/18	44,978.00
CUMMING CHEVROLET	MOP 45751AUTO SUPPLIES – PW	337472	10/16/18	1,004.85
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2019	337473	10/16/18	1,149.29
DAY WIRELESS SYSTEMS (20)	FIRST QUARTER MAINTENANCE CONTRACT	337474	10/16/18	5,586.00
D-MAX ENGINEERING	STORM WATER SERVICES FY 18-19	337475	10/16/18	26,987.71
DOUGHERTY, J	TRAINING REIM POST SUPERVRY / DOUGHERTY	337476	10/16/18	733.20
DUNBAR ARMORED INC	ARMORED SERVICES - FINANCE	337477	10/16/18	273.57
FERGUSON ENTERPRISES 1350	MOP 45723 GENERAL SUPPLIES – PW	337478	10/16/18	825.82
G & A AUTOMOTIVE INC	MOP 72655 AUTO SUPPLIES PW	337479	10/16/18	558.45
GONZALES, T	MILEAGE REIMBURSEMENT - ENG	337480	10/16/18	12.10
GRAINGER	MOP 65179 GENERAL SUPPLIES – PW	337481	10/16/18	3,165.71
GUADARRAMA DANIEL	LIABILITY CLAIM COST	337482	10/16/18	1,216.75
HANDY METAL MART	PS ANGLE / CSD	337483	10/16/18	391.51
HD SUPPLY CONSTRUCTION AND	ZIPPER SAFETY VEST	337484	10/16/18	367.65
HEALTH NET	GROUP N7176F - OCTOBER 2018	337485	10/16/18	1,522.34
HEALTH NET	GROUP N7176F - SEPTEMBER 2018	337486	10/16/18	1,522.34
HEALTH NET	GROUP N7177A - OCTOBER 2018	337487	10/16/18	1,181.18
HEALTH NET	GROUP N7177A - SEPTEMBER 2018	337488	10/16/18	1,181.18
HEALTH NET INC	GROUP 57135A - OCTOBER 2018	337489	10/16/18	4,770.08
HEALTH NET INC	GROUP 57135A - SEPTEMBER 2018	337490	10/16/18	4,770.06
HOME DEPOT CREDIT SERVICES	BULBS,TRASH CANS,FUEL LINE,TIRE	337491	10/16/18	253.94
HUTCHINSON, C	MILEAGE REIMBURSEMENT - ENG	337492	10/16/18	11.11
INLAND KENWORTH INC	PARTS FOR EMERGENCY VEHICLE	337493	10/16/18	3,537.71
INNOVATIVE CONSTRUCTION	PARADISE CREEK WATER QUALITY	337494	10/16/18	990.00
IRON MOUNTAIN	IRON MOUNTAIN FY19	337495	10/16/18	185.40
K SURPLUS SALES INC	DRILL BIT INDEX & AIR LINE	337496	10/16/18	135.94
KIMLEY HORN AND ASSOC INC	ATP & HSIP GRANTS	337497	10/16/18	79,464.13
LASER SAVER INC	MOP LASER SAVER PD	337498	10/16/18	420.55



**WARRANT REGISTER # 16
10/16/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
LINE X SAN DIEGO	FLOOR LINER	337499	10/16/18	220.00
LOPEZ, Y	TRAINING REIM SUPERVISORY/LOPEZ /PD	337500	10/16/18	376.74
MASON'S SAW	MOP 45729 LANDSCAPE SUPPLIES PW	337501	10/16/18	331.84
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	337502	10/16/18	7,024.19
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	337503	10/16/18	70.00
NATIONAL CITY TROPHY	MOP 45704 OFFICE SUPPLIES - PW	337504	10/16/18	209.07
OLDCASTLE PRECAST INC	FILTER INSERT GUARD SERIES	337505	10/16/18	317.09
O'REILLY AUTO PARTS	MOP 75877 AUTO SUPPLIES - PW	337506	10/16/18	878.72
PACIFIC AUTO REPAIR	SMOG CERTIFICATION / REPAIRS FOR CITY	337507	10/16/18	1,300.70
PACIFIC PRODUCTS & SERVICES	SIGN POLES FOR TRAFFIC SIGNS	337508	10/16/18	4,339.13
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES – PW	337509	10/16/18	1,350.51
PEACE OFFICERS RESEARCH	QUARTERLY DUES	337510	10/16/18	80.00
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO SUPPLIES – PW	337511	10/16/18	285.82
PRO BUILD	MOP 45707 GENERAL SUPPLIES - PW	337512	10/16/18	3,747.06
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES PW	337513	10/16/18	916.88
RAMIREZ, O	TRAINING REIM OIS FTO/RAMIREZ	337514	10/16/18	226.06
RANDALL LAMB ASSOCIATES INC	LAS PALMAS POOL ELEC. SYST.	337515	10/16/18	2,787.50
RELY ENVIRONMENTAL	HAZARDOUS WASTE CITY HALL	337516	10/16/18	11,235.00
ROUNDS, R	TRAINING REIM LA LEADERSHP 1/ROUNDS	337517	10/16/18	233.31
ROUNDS, R	TRAINING REIMB LA PRG/ROUNDS	337518	10/16/18	138.49
SAM'S ALIGNMENT	WHEEL ALIGNMENT SERVICE	337519	10/16/18	60.00
SCST INC	LAS PALMAS P. STORM DRAIN REP.	337520	10/16/18	185.00
SDG&E	SDG&E UTILITIES FOR FACILITIES	337521	10/16/18	25,358.47
SDG&E	SDG&E UTILITIES FOR STREET	337522	10/16/18	8,157.04
SEGAL, M	TRAINING REIM THREAT ASSESSMT/SEGAL	337523	10/16/18	420.68
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES – PW	337524	10/16/18	388.75
SLADE, J	PER DIEM TRAINING-ENG	337525	10/16/18	75.00
SMART & FINAL	MOP SMART FINAL PD	337526	10/16/18	213.26
SOUTH COAST EMERGENCY	REGULATOR & CAB DRIVE / PW	337527	10/16/18	731.06
SOUTHERN CALIF TRUCK STOP	MOP 45758 AUTO SUPPLIES / PW	337528	10/16/18	393.46
STAPLES BUSINESS ADVANTAGE	MOP 45758 OFFICE SUPPLIES / PD	337529	10/16/18	837.07
SWEETWATER AUTHORITY	WATER SERVICES FOR FACILITIES	337531	10/16/18	45,465.22
SYMBOLARTS, LLC	NEW HIRE BADGES / POLICE	337532	10/16/18	482.00
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES PW	337533	10/16/18	1,446.37
T MAN TRAFFIC SUPPLY	MOP 76666 TRAFFIC SUPPLIES PW	337534	10/16/18	468.55
THE BANK OF NEW YORK MELLON	TRUSTEE DISBURSMTS AND NOTICE FEE	337535	10/16/18	1,385.00
THE EPOCH TIMES	NOTICE OF MEASURE - CHINESE	337536	10/16/18	210.00
THE LIGHTHOUSE INC	LED SEARCHLIGHT WITH DUAL REMOTE	337537	10/16/18	1,745.27
THE STAR NEWS	ADVERTISING NOTICES FOR FY19	337538	10/16/18	225.50
TODD PIPE & SUPPLY LLC	CITY WIDE PLUMBING MATERIALS, PARTS,	337539	10/16/18	3,899.30
TOPECO PRODUCTS	MOP 63849 AUTO SUPPLY – PW	337540	10/16/18	71.67
U S BANK	CREDIT CARD EXPENSES / POLICE	337541	10/16/18	3,172.84
U S BANK	CREDIT CARD EXPENSES / CMO	337542	10/16/18	521.74
U S BANK	CREDIT CARD EXPENSES / CITY ATTORNEY	337543	10/16/18	196.63
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL VET CARE	337544	10/16/18	2,330.02
VCA MAIN ST ANIMAL HOSPITAL	DUKE K-9 VET CARE	337545	10/16/18	124.16
VISTA PAINT	MOP 68834 TRAFFIC PAINT – PW	337546	10/16/18	2,718.52



WARRANT REGISTER # 16
10/16/2018

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WEST PAYMENT CENTER	ONLINE BOOKS / POLICE	337547	10/16/18	1,193.40
WESTFLEX INDUSTRIAL	MOP 63850 AUTO SUPPLIES PW	337548	10/16/18	213.04
WETMORES	TRUCK TOOL BOXES	337549	10/16/18	1,072.19
WETMORES	MOP 80333 AUTO SUPPLIES PW	337550	10/16/18	966.91
WILLY'S ELECTRONIC SUPPLY	MOP 45785 ELECTRICAL SUPPLIES / PD	337551	10/16/18	262.89
YBARRA, A	TRAINING REIM SLI 2/YBARRA	337552	10/16/18	99.41
YBARRA, A	TRAINING REIM SLI 2/YBARRA	337553	10/16/18	75.95
			A/P Total	392,502.42
WIRED PAYMENTS				
ADMINSURE INC	W/C ACCT REPLENISHMENT SEP 2018	52581	10/11/18	84,852.28
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET OCTOBER 2018	52821	10/11/18	31,414.42
PAYCHEX BENEFIT TECHNOLOGIES	BENETRAC ESR SVCS BASE FEE OCT 2018	90581	10/12/18	536.55
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 9/11/18 - 9/24/18	10102018	10/10/18	236,886.83
GRAND TOTAL				<u>\$ 746,192.50</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 20TH OF NOVEMBER 2018.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending the National City Municipal Code by amending Chapter 18.24.050 \(Allowed land uses and permit requirements\), 18.30.230 \(Tobacco specialty shops\), and 18.50 \(Glossary\) of Title 18 \(Zoning\) of the National City Municipal Code related to electronic smoking devices. \(Applicant: City-Initiated Land Use Amendment\) \(Case File 2018-23 A\) \(Planning\)](#)
Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: November 20, 2018

AGENDA ITEM NO. |

ITEM TITLE:

Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending the National City Municipal Code by amending Chapter 18.24.050 (Allowed land uses and permit requirements), 18.30.230 (Tobacco specialty shops), and 18.50 (Glossary) of Title 18 (Zoning) of the National City Municipal Code related to electronic smoking devices. (Applicant: City-Initiated Land Use Amendment) (Case File 2018-23 A)

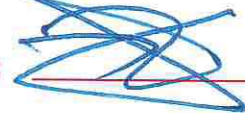
PREPARED BY: Martin Reeder, AICP



DEPARTMENT: Planning

PHONE: 619-336-4313

APPROVED BY:



EXPLANATION:

At the City Council meeting of September 18, 2018, the City Council initiated a Municipal Code Amendment related to the use of Electronic Smoking Devices. The subject was originally brought to the attention of the City Council and City staff by the American Lung Association ("Association"). The Association has suggested changes to four sections of the National City Municipal Code, including Chapter 9.37, 9.38, 10.52, and 18.50. The first three sections are under a separate agenda item and are the sole purview of the City Council. Changes to Title 18 (Zoning) require a public hearing at and recommendation to the City Council by the Planning Commission, which has already occurred.

The attached background report describes the issues and suggested changes in detail.

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Not a project per the California Environmental Quality Act (CEQA)

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☒

STAFF RECOMMENDATION:

Adopt the Ordinance regulating the use of Electronic Smoking Devices.

BOARD / COMMISSION RECOMMENDATION:

Ayes: Quintero, Baca, Yamane, Garcia, Flores, DelaPaz Absent: Sendt

ATTACHMENTS:

- | | |
|--------------------------|---|
| 1. Background Report. | 4. Planning Commission Resolution 2018-16 |
| 2. Findings | 5. Public Hearing Notice |
| 3. Proposed Code changes | 6. Ordinance |

BACKGROUND REPORT

Staff Recommendation

Staff recommends that the City Council approve the amendments to sections 18.24.050, 18.30.230, and 18.50.

History

At the City Council meeting of September 4, 2018, staff was asked to bring back an item for discussion related to the use of Electronic Smoking Devices. The subject was originally brought to the attention of the City Council and City staff by the American Lung Association ("Association"). The Association has suggested changes to four sections of the National City Municipal Code, including Chapters 9.37, 9.38, 10.52, and 18.50. The first three sections are under the sole purview of the City Council. Changes to Title 18 (Zoning) require a public hearing at, and recommendation to the City Council, by the Planning Commission. The City Council initiated the amendments on September 18, 2018.

The Planning Commission held a public hearing at their meeting of October 15, 2018. Staff presented changes to Chapter 18.24 (Mixed-Use Corridor and District zones), Chapter 18.30.230 (Tobacco specialty shops), and Chapter 18.50 (Glossary). The Planning Commission recommended approval to the City Council of the changes, which are contained in a subsequent related item.

Overview

The Association provided suggested changes to Title 18, which generally focused on Section 18.50 (Glossary). However, staff is suggesting expanding those changes to also include Sections 18.24.050 (Allowed land uses and permit requirements) and 18.30.230 (Tobacco specialty shops). The additional changes are intended to clean up references to tobacco specialty shops to consider other similar uses.

Amendments related to zoning matters (Title 18) require a published public notice and may be adopted at the public hearing. Non-zoning sections of the Municipal Code require introduction and adoption at separate City Council meetings.

Proposed Changes

Section 18.24.050 subsection "B" of the Municipal Code (Allowed land uses and permit requirements) currently reads as follows:

- B. Permitted Land Uses. Land uses permitted in the mixed-use zones shall be as specified in Table 18.24.050 (Allowed Land Uses - Mixed-Use Zones).

TABLE 18.24.050
Allowed Land Uses
Mixed-Use Zones

Land Use	Permit Required by Zone				Specific Use Regulations
	MXC-1 (a)	MXC-2	MXD-1	MXD-2	Section 18.30.230
Tobacco specialty shops	-	-	C	C	

In order to be inclusive of other tobacco-related uses such as cigar bars or hookah lounges, staff suggests changing tobacco specialty shops to tobacco specialty businesses. This would make it clear that a Conditional Use Permit (CUP) is also required for these types of businesses, which has been a point of confusion with prospective businesses in the past.

Staff proposes Table 18.24.050 be amended as follows (changes in **bold**):

Land Use	Permit Required by Zone				Specific Use Regulations
	MXC-1 (a)	MXC-2	MXD-1	MXD-2	Section 18.30.230
Tobacco specialty <u>businesses</u>	-	-	C	C	

Section 18.30.230 (Tobacco specialty shops) currently reads as follows:

Tobacco specialty shops, where permitted pursuant to the Land Use Code, shall not be located within one thousand feet of any school, playground, recreation center or facility, childcare center or library in the City of National City.

In order to make this section consistent with other proposed changes and to incorporate the changes suggested by the Association, staff suggests the following language (changes noted in **bold**).

18.30.230 - Tobacco specialty **businesses**.

Tobacco specialty **businesses**, where permitted pursuant to the Land Use Code, **shall comply with the following standards:**

1. A Conditional Use Permit is required.

2. The business shall not be located within one thousand feet of any school, playground, recreation center or facility, childcare center, or library in the City of National City.
3. No alcohol or food may be sold or consumed on the premises.
4. No person under the age of twenty-one years of age may enter the premises unless that person is accompanied by his or her parent or legal guardian.

Item number one incorporates the information in Table 18.24.050. Item number three is a change suggested by the Association. The reason for the change is to avoid the proliferation of hookah lounges, cigar lounges and vape shops that allow smoking indoors in violation of state smoke-free laws, which has been an issue in the City of San Diego.

Currently, the State Labor Code, Section 6404.5(B), authorizes "tobacco shops" and attached "private smoker's lounges" to permit smoking indoors if the shop's "main purpose is the sale of tobacco products" and the smoker's lounge is "dedicated to the use of tobacco products". Unfortunately, these criteria are quite vague, which has made it difficult for San Diego and other cities to efficiently enforce smoke-free laws in these problem venues, some of which are located next to businesses that are suffering due to drifting secondhand smoke. While there have been opinions published by the Attorney General and California Legislative Counsel stating that consumption of food or beverages is not permitted in tobacco businesses, this change would codify that opinion.

Item number four codifies state regulations related to the legal age for purchase and use of tobacco products, which is 21 years of age in the state of California.

Finally, the definition of "tobacco specialty shop" as contained in Section 18.50 (Glossary) currently reads as follows:

Tobacco specialty shop. "Tobacco specialty shop" means any business, the primary use of which is the sale of tobacco products or tobacco related paraphernalia. A business shall be determined a tobacco specialty shop when more than forty percent of its retail floor area is devoted to the display and sales of tobacco products and/or paraphernalia.

For consistency with the other changes in this request, staff proposes the definition be amended as follows (deletions noted as ~~strikethrough~~, additions in **bold**):

Tobacco specialty **business**. "Tobacco specialty shop~~-business~~" means any business, the primary use of which is the **use and/or** sale of tobacco products or ~~tobacco-related~~ paraphernalia. A business shall be determined a tobacco specialty shop~~-business~~ when more than forty percent of its ~~retail~~ floor area is devoted to the **use,** ~~display,~~ and~~/or~~ sales of tobacco products and/or paraphernalia.

Findings

There are two findings required for approval of a Code Amendment, one related to General Plan consistency and one related to compliance with the California Environmental Quality Act (CEQA).

General Plan Conformance

The requested amendments are consistent with the General Plan, as Housing and Environmental Justice Policy HEJ-2.8: encourages smoke-free workplaces, multifamily housing, parks, and other outdoor gathering places to reduce exposure to second-hand smoke.

CEQA Compliance

These amendments are not considered to be a project under CEQA as there would be no physical impact as a result of the change. The amendments would solely modify or add language related to tobacco and paraphernalia sales and to clarify conditions under which said items may be sold.

In addition, a third finding has been added as follows:

That the proposed amendments will make the Land Use Code consistent with State law, ensuring that minors do not have access to electronic smoking devices and other tobacco related products.

Summary

The Association is recommending changes to the City's Municipal Code related to the use of Electronic Smoking Devices. Staff is supportive of changes to Title 18 (Sections 18.24.050, 18.30.230, and 18.50) of the Municipal Code and recommends approval. The Planning Commission recommended approval of the amendments to the City Council. These changes are in concert with changes to Titles 9 and 10, which are contained in a subsequent related item

Options

1. Recommend approval of the amendments to the Land Use Code based on the attached findings or findings to be determined by the City Council; or
2. Recommend denial of the amendments to the Land Use Code based on findings to be determined by the City Council; or,
3. Continue the item to a specific date.

RECOMMENDED FINDINGS FOR APPROVAL

1. That the proposed amendments are consistent with the General Plan, as Housing and Environmental Justice Policy HEJ-2.8: encourages smoke-free workplaces, multifamily housing, parks, and other outdoor gathering places to reduce exposure to second-hand smoke.
2. That the proposed amendments have been reviewed and been found to comply with the California Environmental Quality Act (CEQA); the amendments are not considered to be a project under CEQA as there would be no physical impact as a result of the change. The amendments would solely modify or add language related to tobacco and paraphernalia sales and to clarify conditions under which said items may be sold.
3. That the proposed amendments will make the Land Use Code consistent with State law, ensuring that minors do not have access to electronic smoking devices and other tobacco related products.

Proposed deletions noted with a ~~strikethrough~~

Proposed amendments noted as underlined font

18.24.050 - Allowed land uses and permit requirements.

- B. Permitted Land Uses. Land uses permitted in the mixed-use zones shall be as specified in Table 18.24.050 (Allowed Land Uses - Mixed-Use Zones).

TABLE 18.24.050
Allowed Land Uses
Mixed-Use Zones

Land Use	Permit Required by Zone				Specific Use Regulations
	MXC-1 (a)	MXC-2	MXD-1	MXD-2	Section 18.30.230
Tobacco specialty shops <u>businesses</u>	-	-	C	C	

18.30.230 - Tobacco specialty ~~shops~~ businesses.

Tobacco specialty ~~shops~~ businesses, where permitted pursuant to the Land Use Code, shall comply with the following standards:

1. A Conditional Use Permit is required.
2. The business ~~S~~shall not be located within one thousand feet of any school, playground, recreation center or facility, childcare center, or library in the City of National City.
3. No alcohol or food may be sold or consumed on the premises.
4. No person under the age of twenty-one years of age may enter the premises unless that person is accompanied by his or her parent or legal guardian.

18.50 – Glossary

[18.50.010] - Generally

Tobacco specialty ~~shop-business~~. "Tobacco specialty ~~shop-business~~" means any business, the primary use of which is the use and/or sale of tobacco products or ~~tobacco-related~~ paraphernalia. A business shall be determined a tobacco specialty ~~shop-business~~ when more than forty percent of its ~~retail~~ floor area is devoted to the use, display, and/or sales of tobacco products and/or paraphernalia.

RESOLUTION NO. 2018-16

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF NATIONAL CITY, CALIFORNIA, RECOMMENDING ADOPTION TO THE CITY COUNCIL OF AMENDMENTS TO SECTIONS 18.24.050 (ALLOWED LAND USES AND PERMIT REQUIREMENTS), 18.30.230 (TOBACCO SPECIALTY SHOPS), AND 18.50 (GLOSSARY) OF TITLE 18 (ZONING) OF THE NATIONAL CITY MUNICIPAL CODE RELATED TO ELECTRONIC SMOKING DEVICES.

APPLICANT: CITY-INITIATED.

CASE FILE NO. 2018-23 A

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code, per Chapter 18.12.140 (B); and,

WHEREAS, the Planning Commission of the City of National City, California, considered said proposed amendments at a duly advertised public hearing held on October 15, 2018 at which time the Planning Commission considered evidence; and,

WHEREAS, at said public hearing the Planning Commission considered the staff report provided for Case File No. 2018-23 A, which is maintained by the City and incorporated herein by reference; along with any other evidence presented at said hearing; and,

WHEREAS, the Planning Commission recommends adoption to the City Council of the City of National City amendments to Sections 18.24.050 (Allowed land uses and permit requirements), 18.30.230 (Tobacco specialty shops), and 18.50 (Glossary) of Title 18 (Zoning) of the National City Municipal Code; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, this action is taken in an effort to comply with applicable State and Federal law; and,

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Planning Commission of the City of National City, California, that the evidence presented to the Planning

Commission at the public hearing held on October 15, 2018, support the following findings:

1. That the proposed amendments are consistent with the General Plan, as Housing and Environmental Justice Policy HEJ-2.8: encourages smoke-free workplaces, multifamily housing, parks, and other outdoor gathering places to reduce exposure to second-hand smoke.
2. That the proposed amendments have been reviewed and been found to comply with the California Environmental Quality Act (CEQA); the amendments are not considered to be a project under CEQA as there would be no physical impact as a result of the change. The amendments would solely modify or add language related to tobacco and paraphernalia sales and to clarify conditions under which said items may be sold.
3. That the proposed amendments will make the Land Use Code consistent with State law, ensuring that minors do not have access to electronic smoking devices and other tobacco related products.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

CERTIFICATION:

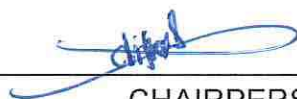
This certifies that the Resolution was adopted by the Planning Commission at their meeting of October 15, 2018, by the following vote:

AYES: Quintero, Baca, Yamane, Garcia, Flores, Dela Paz

NAYS: None.

ABSENT: Sendt

ABSTAIN: None.



CHAIRPERSON

CITY OF NATIONAL CITY NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., Tuesday, November 20, 2018, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider: AN ORDINANCE AMENDING TITLE 18 (ZONING) SECTIONS 18.24.050 ALLOWED LAND USES AND PERMIT REQUIREMENTS), 18.30.230 (TOBACCO SPECIALTY SHOPS), AND 18.50 (GLOSSARY) OF THE NATIONAL CITY MUNICIPAL CODE.

The amendment intends to modify existing Municipal Code language related to the use and sale of tobacco products to reflect electronic smoking devices.

The Planning Commission conducted a Public Hearing at their meeting of October 15, 2018 and voted 6-0 with one member absent to recommend adoption of the Code Amendment.

Anyone interested in this matter may appear at the above time and place and be heard.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

Michael Dalla, City Clerk
CV63561 11/9/2018

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Introduction of an Ordinance of the City Council of the City of National City amending the National City Municipal Code by amending Chapter 9.37 \(Prohibition of Smoking in Open Air Dining Areas\), Chapter 9.38 \(Restricting the sale, display and promotion of tobacco products or cigarettes to minors\), and Chapter 10.52 \(Regulations for the use of municipal parks, playgrounds and golf courses\). \(Applicant: City-Initiated Land Use Amendment\) \(Case File 2018-23 A\) \(Planning\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO. |

ITEM TITLE:

Public Hearing and Introduction of an Ordinance of the City Council of the City of National City amending the National City Municipal Code by amending Chapter 9.37 (Prohibition of Smoking in Open Air Dining Areas), Chapter 9.38 (Restricting the sale, display and promotion of tobacco products or cigarettes to minors), and Chapter 10.52 (Regulations for the use of municipal parks, playgrounds and golf courses). (Applicant: City-Initiated Land Use Amendment) (Case File 2018-23 A)

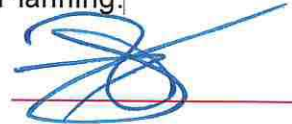
PREPARED BY: Martin Reeder, AICP



DEPARTMENT: Planning

PHONE: 619-336-4313

APPROVED BY:



EXPLANATION:

At the City Council meeting of September 18, 2018, the City Council initiated a Municipal Code Amendment related to the use of Electronic Smoking Devices. The subject was originally brought to the attention of the City Council and City staff by the American Lung Association ("Association"). The Association has suggested changes to four sections of the National City Municipal Code, including Chapter 9.37, 9.38, 10.52, and 18.50. The first three sections are under the sole purview of the City Council. Changes to Title 18 (Zoning) require a public hearing at and recommendation to the City Council by the Planning Commission, which is also in process.

The attached background report describes the issues and suggested changes in detail.

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Not a project per California Environmental Quality Act (CEQA)

ORDINANCE: **INTRODUCTION:** ☒ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Introduce the Ordinance regulating the use of Electronic Smoking Devices.

BOARD / COMMISSION RECOMMENDATION:

n/a

ATTACHMENTS:

1. Background Report.
2. Proposed Code changes
3. Ordinance

BACKGROUND REPORT

Staff Recommendation

Staff recommends that the City Council introduce an Ordinance regulating the use of Electronic Smoking Devices.

History

At the City Council meeting of September 4, 2018, staff was asked to bring back an item for discussion related to the use of Electronic Smoking Devices. The subject was originally brought to the attention of the City Council and City staff by the American Lung Association ("Association"). The Association has suggested changes to four sections of the National City Municipal Code, including Chapter 9.37, 9.38, 10.52, and 18.50. The first three sections are under the sole purview of the City Council. Changes to Title 18 (Zoning) require a public hearing at and recommendation to the City Council by the Planning Commission. At the September 18, 2018 City Council meeting, the City Council initiated the Municipal Code Amendment related to the use of Electronic Smoking Devices.

The Planning Commission held a public hearing at their meeting of October 15, 2018. Staff presented changes to Chapter 18.24 (Mixed-Use Corridor and District zones), Chapter 18.30.230 (Tobacco specialty shops), and Chapter 18.50 (Glossary). The Planning Commission recommended approval to the City Council of the changes, which are contained in a subsequent related item.

Overview

The Association has suggested changes to three non-land use sections of the National City Municipal Code, including Chapter 9.37, 9.38, and 10.52, which are summarized as follows:

Chapter 9.37 – Prohibition of Smoking in Open Air Dining Areas.

- Deleted existing definitions and replaced with recommended definitions from the California Business and Professions Code (please note that the language would apply to marijuana use as well).

Chapter 9.38 – Restricting the sale, display and promotion of tobacco products or cigarettes to minors.

- Deleted existing definitions and replaced with recommended definitions from the California Business and Professions Code.
- In section 9.38.050 (exceptions to 9.38.050) changed the age from 18 to 21 years to reflect state law.
- In section 9.38.080 (signage) changed the age from 18 to 21 years to reflect state law and added language describing the exception for active duty military personnel who are at least 18 years old.

Attachment 1

Chapter 10.52 – Regulations for the use of municipal parks, playgrounds and golf courses.

- No definitions were found for this chapter.
- Revised the regulatory language in 10.42.010 HH to reflect new definitions used elsewhere in municipal code.

As these three sections are under the sole purview of the City Council, no recommendation by the Planning Commission was obtained.

Proposed Changes

The existing and proposed language is contained in this section. Staff is supportive of all of the proposed changes, as the language reflects the State Business and Professions (B & P) Code. It should be noted that these changes will have no effect in the Coastal Zone until the Local Coastal Plan is amended.

Chapter 9.37 – Prohibition of Smoking in Open Air Dining Areas

9.37.010 - Definitions.

Existing Language:

- D. "Smoking" means possessing a lighted tobacco product, lighted tobacco paraphernalia, or any other lighted weed or plant, including but not limited to a lighted pipe, lighted hookah pipe, lighted cigar, or lighted cigarette of any kind, or the lighting of a tobacco product, tobacco paraphernalia, or any other weed or plant, including but not limited to a pipe, a hookah pipe, cigar, or cigarette of any kind.

Proposed Language:

- D. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form. "Smoking" includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.
- E. "Tobacco product" means any of the following:
1. A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other

means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.

2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah.
 3. Any component, part, or accessory of a tobacco product, whether or not sold separately.
- F. "Tobacco product" does not include a product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such an approved purpose.

Chapter 9.38 – Restricting the sale, display and promotion of tobacco products or cigarettes to minors.

Section 9.38.050 – Exceptions to location of tobacco products and tobacco advertising displays inside retail establishments.

Deletions noted as ~~strikethrough~~. Additions noted in **bold**.

- A. Section 9.38.040 does not apply to commercial establishments where access to the premises by persons under ~~eighteen~~ **twenty-one** years of age is prohibited by law.

Section 9.38.080 – Posting of signs regarding tobacco products and cigarette sales to minors.

Deletions noted as ~~strikethrough~~. Additions noted in **bold**.

- A. Every tobacco retailer shall post conspicuously in their place of business at each point of purchase a notice stating that the sale of tobacco products and cigarettes to persons under ~~eighteen~~ **twenty-one** years of age is prohibited by law and subject to penalties, **except for US Armed Forces active duty personnel with military ID who are at least 18 years of age.** The notice shall also state that photo identification is required to purchase tobacco products and cigarettes. The letters of the sign shall be at least one-half inch in height.

Chapter 10.52 - Regulations for the use of municipal parks, playgrounds and golf courses.

Deletions noted as ~~strikethrough~~. Additions noted in **bold**.

Section 10.52.010 - Prohibited activities.

No person shall engage in any of the following acts within the premises of any city park, playground, golf course, or recreation facility:

- HH. Except in any golf course, smoke any tobacco products ~~possess a lighted or burning tobacco product or tobacco-related product, including but not limited to cigars, cigarettes and pipes; use, including chewing of, tobacco or tobacco-related products; or~~ dispose of any lighted or unlighted tobacco or tobacco-related product in any place other than a designated waste disposal container.

Planning Commission

The Planning Commission held a public hearing on the proposed amendments at their meeting of October 15, 2018 and recommended approval to the City Council of the amendments.

Summary

The Association is recommending changes to the City's Municipal Code related to the use of Electronic Smoking Devices. Staff is supportive of changes to Titles 9 and 10 (Chapter 9.37, 9.38, and 10.52) of the Municipal Code and recommends that the City Council introduce the attached Ordinance. If introduced, the Amendment will be brought back to the City Council for adoption at a subsequent meeting.

Options

1. Approve the amendments to the Municipal Code, based on the attached findings and introduce the Ordinance; or
2. Deny the amendments to the Municipal Code and file the report; or,
3. Continue the item to a specific date for additional information and/or analysis.

Proposed Code changes

~~Deleted language~~

Proposed language

Chapter 9.37 – Prohibition of Smoking in Open Air Dining Areas

9.37.010 - Definitions.

- D. ~~"Smoking" means possessing a lighted tobacco product, lighted tobacco paraphernalia, or any other lighted weed or plant, including but not limited to a lighted pipe, lighted hookah pipe, lighted cigar, or lighted cigarette of any kind, or the lighting of a tobacco product, tobacco paraphernalia, or any other weed or plant, including but not limited to a pipe, a hookah pipe, cigar, or cigarette of any kind.~~ "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form. "Smoking" includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.
- E. "Tobacco product" means any of the following:
1. A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.
 2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah.
 3. Any component, part, or accessory of a tobacco product, whether or not sold separately.
- F. "Tobacco product" does not include a product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such an approved purpose.

Chapter 9.38 – Restricting the sale, display and promotion of tobacco products or cigarettes to minors.

Section 9.38.050 – Exceptions to location of tobacco products and tobacco advertising displays inside retail establishments.

- A. Section 9.38.040 does not apply to commercial establishments where access to the premises by persons under ~~eighteen~~ **twenty-one** years of age is prohibited by law.

Section 9.38.080 – Posting of signs regarding tobacco products and cigarette sales to minors

- A. Every tobacco retailer shall post conspicuously in their place of business at each point of purchase a notice stating that the sale of tobacco products and cigarettes to persons under ~~eighteen~~ **twenty-one** years of age is prohibited by law and subject to penalties, **except for US Armed Forces active duty personnel with military ID who are at least 18 years of age**. The notice shall also state that photo identification is required to purchase tobacco products and cigarettes. The letters of the sign shall be at least one-half inch in height.

Chapter 10.52 - Regulations for the use of municipal parks, playgrounds and golf courses.

Section 10.52.010 - Prohibited activities.

No person shall engage in any of the following acts within the premises of any city park, playground, golf course, or recreation facility:

- HH. Except in any golf course, smoke any tobacco products ~~possess a lighted or burning tobacco product or tobacco-related product, including but not limited to cigars, cigarettes and pipes; use, including chewing of, tobacco or tobacco-related products;~~ **or** dispose of any ~~lighted or unlighted~~ tobacco ~~or tobacco-related~~ product in any place other than a designated waste disposal container.

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City approving the Memorandum of Understanding \(MOU\) between the City and the National City Municipal Employees Association with effective dates July 1, 2018 - June 30, 2020. \(Human Resources\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City Approving the Memorandum of Understanding (MOU) between the City and the National City Municipal Employees' Association with effective dates July 1, 2018 – June 30, 2020.

PREPARED BY: Irene Mosley

PHONE: 336-4308

DEPARTMENT: Human Resources

APPROVED BY:



EXPLANATION:

The labor agreement (MOU) between the City of National City and the National City Municipal Employees' Association (NCMEA), represented by the Service Employees' International Union expired on June 30, 2018. NCMEA represents the City's clerical/fiscal, engineering/planning/inspection, library/community service, police support, park maintenance and public works positions.

Having met and conferred in good faith through a series of meetings, City representatives and NCMEA representatives reached a tentative agreement on a two year successor MOU with effective dates July 1, 2018 – June 30, 2020. NCMEA's membership has voted to ratify the agreement. A summary of the terms is included as an attachment.

Staff recommends (a) City Council approval of the July 1, 2018 – June 30, 2020 MOU consistent with the attached terms and (b) City Council direct and authorize Staff to work with NCMEA representatives to finalize and execute an MOU document consistent with the attached approved terms.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the resolution approving a two year Memorandum of Understanding with the National City Municipal Employees' Association for the period July 1, 2018 through June 30, 2020.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Summary of Package Tentative Agreement Between City and NCMEA
Resolution

**CITY OF NATIONAL CITY / NATIONAL CITY MUNICIPAL EMPLOYEES'
ASSOCIATION (SEIU LOCAL 221)**

**SUMMARY OF PACKAGE TENTATIVE AGREEMENT ON 10/17/18 FOR JULY
2018 TO JUNE 2020 MEMORANDUM OF UNDERSTANDING**

Attachment to Council Agenda Item No. A200

Term: 2 years, from July 1, 2018 through June 30, 2020.

Wages (Article 21, Section 1): Effective retroactive to the first full pay period in July 2018, for persons employed on the date the City Council approves this MOU, the City will increase employees' salary by 3.0%. Effective the first full pay period in July 2019, the City will increase employees' salary by a further 3.0%.

PERS (Article 18): Effective retroactive to the first full pay period in July 2018, for persons employed on the date the City Council approves this MOU, all employees shall contribute 1.0% additional to their pensions. For classic employees, this shall be 1.0% toward the employer rate for a total of 9.0% overall contributed toward their pensions. For PEPRA employees, this shall be 1.0% in excess of 50% of the normal cost of their pension. The City shall pursue and adopt a PERS contract amendment in connection with employees contributing toward the City's employer contribution rate.

Effective the first full pay period in July 2019, all employees shall contribute a further 1.0% to their pensions. For classic employees, this shall be a total of 2.0% toward the employer rate for a total of 10.0% overall contributed toward their pensions. For PEPRA employees, this shall be 2.0% in excess of 50% of the normal cost of their pension.

Medical (Article 14, Section 2): Increase the City's existing obligation by \$50 per month.

Retiree Medical (Article 14, Section 5): For persons retiring after City Council approval of this MOU, increase the monthly retiree medical amount for each year of pensionable service for persons with 20 full years of pensionable service from \$10 to \$20.

Holidays (Article 2, Section 5): Continue December holiday closures during MOU.

Vacation Sell Back (Article 4, Section 7): Reduce from 50 to 30 the number of hours an employee must have used in the eligibility period to be allowed to cash-out vacation; allow employees to cash-out vacation up to twice per year up to a maximum of 80 hours per year.

Sick Leave Accumulation (Article 8): Increase maximum sick leave accrual, and related references, from 360 to 400 hours.

Overtime (Article 11, Section 1): Add "furlough hours" to the type of paid leave hours that count as hours worked toward overtime eligibility.

Compensatory Time Off (Article 11, Section 2): Add language saying an employee may cash-out up to 80 hours of comp time per fiscal year.

Acting Assignment Pay (Article 25, Section 2): Shorten time period required to qualify for acting assignment pay from 21 consecutive days to forty (40) consecutive hours effective the first full pay period in October 2018, for acting assignments where the first day of the acting assignment is on or after October 9, 2018.

Shift Differential (Article 25, Section 4): Increase from \$40 per pay period to \$50 per pay period.

Time Off to Vote in Statewide Election (New Section): Add the following: "The City will comply with California Elections Code sections 14000 regarding employees' right to paid time off from work in a State-wide election."

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City adopting City Council Policy No. 120 - "Selection of Vice Mayor". \(City Manager\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.

ITEM TITLE: A Resolution of the City Council of the City of National City adopting City Council Policy No. 120 – “Selection of Vice Mayor”

PREPARED BY: Leslie Deese, City Manager

DEPARTMENT: City Manager

PHONE: 619.336.4242

APPROVED BY: 

EXPLANATION:

Please see attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO. N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Staff recommends Council adopt the resolution and add language to the policy to address unanticipated vacancies on the City Council and, in the event of a vacancy, where an appointee would be placed in a rotation.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- 1) Staff Report
- 2) Draft City Council Policy #120 – Selection of Vice Mayor
- 3) Resolution
- 4) City Council Agenda Item dated April 4, 2017

BACKGROUND:

At the April 4, 2017 regular meeting of the City Council of the City of National City, Council directed the City Manager to return with a policy governing the selection of vice mayor. The Council directed that staff use the City of La Mesa's policy as a model for National City's policy and that the policy become effective in December 2018.

This item memorializes the Council's action.

DISCUSSION:

As noted in the attached January 30, 2017 memorandum from the City Manager and City Attorney, the selection of the Vice Mayor is governed by Section 36801 of the California Government Code which provides:

The city council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Sections 10262 and 10263 of the Elections Code and, following the declaration of the election results and the installation of elected officials, choose one of its number as mayor, and one of its number as mayor pro tempore. [Referred to as the Vice Mayor in National City]

Because National City has a directly elected Mayor, the provisions of the section pertaining to the City Council selecting the Mayor do not apply; the Council selects only the Vice Mayor.

The City of La Mesa's policy on the selection of Vice Mayor rotates the office of the Vice Mayor among all members of the City Council. The term of each member is for a one-year period beginning the second Tuesday of August one year and ending on the Monday before the second Tuesday the next August. The Vice Mayor will be the councilmember with the most seniority who has not been Vice Mayor in the last three consecutive years. In the event two or more councilmembers have equal seniority and have not been Vice Mayor in the last three consecutive years, the councilmember with the most votes in their last regular election shall serve as Vice Mayor.

National City's draft policy essentially mirrors La Mesa's, with the exception of the month the appointment begins. Rather than an August appointment, staff recommends December based on several factors:

- December coincides with the draft policy's effective date.
- December anticipates certifying election results in December.
- December is consistent with the Council's past selection/rotation of Vice Mayor.

Staff also notes that La Mesa's policy does not address unanticipated vacancies on the City Council and, in the event of a vacancy, where an appointee would be placed in a rotation.

STAFF RECOMMENDATION:

Staff recommends Council adopt the resolution and add language to the policy to address unanticipated vacancies on the City Council and, in the event of a vacancy, where an appointee would be placed in a rotation.

FISCAL IMPACT:

There is no fiscal impact associated with this report.

ATTACHMENTS:

1. Staff Report
2. Draft City Council Policy #120 – Selection of Vice Mayor
3. Resolution
4. City Council Agenda Item dated April 4, 2017

CITY COUNCIL POLICY

CITY OF NATIONAL CITY

TITLE: Selection of Vice Mayor	POLICY: #120
ADOPTED:	AMENDED:

PURPOSE

In order to provide every member of the City Council with an opportunity to serve as Vice Mayor, it is the policy of the City Council that selection be made on the basis of the length of time that a member has served on the City Council, and whether or not the member has previously had the opportunity to serve.

POLICY

It is the policy of the City Council of the City of National City that the position of Vice Mayor shall be rotated among the Councilmembers so that each Councilmember serves one (1) year as Vice Mayor during his/her four (4) year term. The City Council shall select the Vice Mayor in accordance with the procedure set forth herein.

1. As a general law city, selection of the Vice Mayor is governed by Sections 36801 and 34905 of the California Government Code. Section 36801 provides:

The city council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Sections 10262 and 10263 of the Elections Code and, following the declaration of the election results and the installation of elected officials, choose one of its number as mayor, and one of its number as mayor pro tempore. [Referred to as the "vice mayor" in National City.]

Because National City has a directly elected Mayor, pursuant to Title 4, Division 2, Article 3 of the Government Code, the provisions of Section 36801 pertaining to the City Council selecting the Mayor do not apply; the Council selects only the Vice Mayor.

2. The Vice Mayor shall have the powers and duties as specified in Government Code Section 36802 which provides that the Mayor shall preside at the meetings of the City Council and that if the Mayor is absent or unable to act, the Vice Mayor has all of the powers and duties of the Mayor.

3. The term of Vice Mayor shall be for one year and, in accordance with Government Code Section 36801, selection of the Vice Mayor shall occur upon certification of the election results. For purposes of this policy, the election assumes the general election held in November and certification of the election results generally occurring in December.
4. The Vice Mayor shall be the Councilmember with the most seniority who has not been Vice Mayor in the last three consecutive years. In the event two or more Councilmembers have equal seniority and have not been Vice Mayor in the last three consecutive years, the Councilmember with the most votes in their last regular general election shall serve as Vice Mayor.

RELATED POLICY REFERENCES

- California Government Code
- California Elections Code

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: April 4, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Continued discussion on establishing a policy for selection of the Vice-Mayor.

PREPARED BY: Stacey Stevenson

PHONE: 336-4308

DEPARTMENT: City Manager

APPROVED BY: 

EXPLANATION:

This item was docketed and properly noticed for the regularly scheduled City Council meeting of March 21, 2017. Due to the lateness of the hour, the City Council voted 4-1 to continue this matter to a future agenda.

The explanation of the item and all supporting documentation are provided as an attachment in the form of the materials submitted for the March 21, 2017 agenda.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.

APPROVED: _____ MIS

There is no fiscal impact associated with this item.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Provide direction to staff.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

March 21, 2017 agenda item: Continued discussion on establishing a policy for selection of the Vice-Mayor (including attachments).

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: March 21, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Continued discussion on establishing a policy for selection of the Vice-Mayor.

PREPARED BY: Stacey Stevenson

PHONE: 336-4308

DEPARTMENT: City Manager

APPROVED BY: 

EXPLANATION:

The regular City Council meeting of December 20, 2016 included a noticed action item to select a Vice-Mayor. During the discussion of the item and the associated process, Councilmember Rios requested that an item be placed on the February 7, 2017 Council agenda for the Council to discuss enacting a policy for the selection of the Vice-Mayor.

On February 7, 2017, the City Attorney and the City Manager brought forward the requested item and included the results of a county-wide survey of other cities' practices for the selection of a vice-mayor. After reviewing and discussing the information, it was requested that staff bring back a chart of examples, including how the models followed in La Mesa and Imperial Beach would work. In response, staff has developed four models (attached), each following the same scenario of councilmember seniority and election cycles to illustrate how the Vice Mayor selection process would unfold over a six year period.

FINANCIAL STATEMENT:

ACCOUNT NO.

There is no fiscal impact associated with this item.

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Provide direction to staff.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Vice-Mayor selection modeling

February 7, 2017 agenda item: Discussion of establishing a policy for selection of the Vice-Mayor.



Vice Mayor Selection Modeling March, 2017

“Imperial Beach”

Order of rotation:

- Current councilmember who has not served as Vice Mayor
- Councilmember elect with the most votes from the election
- Councilmember elect
- Current councilmember who just served as Vice Mayor
- After a councilmember serves one year as Vice Mayor, he/she will go to the bottom of the list and the others will move up one spot
- New elected/re-elected councilmembers will be placed on the list, after the current councilmember who has not served as Vice Mayor, in order of votes received

Scenario:

Councilmember A – Elected 2012, Re-elected 2016 Previously served as Vice Mayor in 2015

Councilmember B – Elected 2014 Current Vice Mayor (2016)

Councilmember C – Elected 2014

Councilmember D – Elected 2016

Year 2016 (election year):

Order (for 2017):

Councilmember C

Councilmember D

Councilmember A

Councilmember B

- Current councilmember who has not served as Vice Mayor
- Councilmember elect with the most votes from the election
- Councilmember elect
- Current councilmember who just served as Vice Mayor
- After a councilmember serves one year as Vice Mayor, he/she will go to the bottom of the list and the others will move up one spot
- New elected/re-elected councilmembers will be placed on the list, after the current councilmember who has not served as Vice Mayor, in order of votes received

Councilmember C will be Vice Mayor

Year 2017

Order (for 2018):

Councilmember D

Councilmember A

Councilmember B

Councilmember C

- Current councilmember who has not served as Vice Mayor
- Councilmember elect with the most votes from the election
- Councilmember elect
- Current councilmember who just served as Vice Mayor
- After a councilmember serves one year as Vice Mayor, he/she will go to the bottom of the list and the others will move up one spot
- New elected/re-elected councilmembers will be placed on the list, after the current councilmember who has not served as Vice Mayor, in order of votes received

Councilmember D will be Vice Mayor

Year 2018 (election year)

Councilmembers B and C were re-elected. Everyone has now served as Vice Mayor.
--

Order (for 2019):

Councilmember A

Councilmember B or C

Councilmember C or B

Councilmember D

<i>The order of Councilmembers B and C is dependent on the number of votes they received in the election</i>
--

- Current councilmember who has not served as Vice Mayor
- Councilmember elect with the most votes from the election
- Councilmember elect
- Current councilmember who just served as Vice Mayor
- After a councilmember serves one year as Vice Mayor, he/she will go to the bottom of the list and the others will move up one spot
- New elected/re-elected councilmembers will be placed on the list, after the current councilmember who has not served as Vice Mayor, in order of votes received

Councilmember A is next up in the rotation and will be Vice Mayor

Year 2019

Order (for 2020):

Councilmember B or C

Councilmember C or B

Councilmember D

Councilmember A

- Current councilmember who has not served as Vice Mayor
- Councilmember elect with the most votes from the election
- Councilmember elect
- Current councilmember who just served as Vice Mayor

Councilmember B or C will be the Vice Mayor: whichever received the higher vote count of the two in the 2018 election

Year 2020 (election year)

Councilmember A was unseated. There is a newly elected councilmember. Councilmember B was re-elected. Councilmembers B, C and D have all served as Vice Mayor.

Order (for 2021):

Councilmember B or C

Councilmember D

Councilmember A

Councilmember B or C

- Current councilmember who has not served as Vice Mayor
- Councilmember elect with the most votes from the election
- Councilmember elect
- Current councilmember who just served as Vice Mayor
- After a councilmember serves one year as Vice Mayor, he/she will go to the bottom of the list and the others will move up one spot
- New elected/re-elected councilmembers will be placed on the list, after the current councilmember who has not served as Vice Mayor, in order of votes received

Councilmember B or C will be the Vice Mayor, whichever one wasn't the Vice Mayor in 2020.

Table: "Imperial Beach" Model by Year

Year	Councilmember A	Councilmember B	Councilmember C	Councilmember D
2015		x		
2016			x	
2017				x
2018	x			
2019		x	x	
2020		x	x	

Vice-Mayor Modeling
Page 3 of 10

“La Mesa”

Order of Rotation:

- The councilmember with the most seniority who has not been Vice Mayor in the last three consecutive years.
- In the event two or more councilmembers have equal seniority and have not been Vice Mayor in the last three consecutive years, the councilmember with the most votes in their regular election shall serve as Vice Mayor.

Scenario:

Councilmember A – Elected 2012, Re-elected 2016 Previously served as Vice Mayor in 2015

Councilmember B – Elected 2014 Current Vice Mayor (2016)

Councilmember C – Elected 2014

Councilmember D – Elected 2016

Year 2016 (election year)

Order (for 2017):

Councilmember C

Councilmember D

Councilmember A

Councilmember B

Councilmember C will be Vice Mayor (Councilmember A has been Vice Mayor within the last 3 consecutive years. Councilmembers B and C are tied in seniority but Councilmember B is the current Vice Mayor)

Year 2017

Order (for 2018):

Councilmember D

Councilmember A

Councilmember B

Councilmember C

Councilmember D will be Vice Mayor

Year 2018 (election year)

Councilmembers B and C were re-elected.

Order (for 2019):
Councilmember A
Councilmember B
Councilmember C
Councilmember D

Councilmember A will be Vice Mayor (Councilmember A has seniority and has not been the Vice Mayor in the last three consecutive years)

Year 2019

Order (for 2020):
Councilmember B
Councilmember C
Councilmember D
Councilmember A

Councilmember B will be Vice Mayor

Year 2020 (election year)

Councilmember A was unseated. There is a newly elected councilmember. Councilmember B was re-elected.

Order (for 2021):
Councilmember C
Councilmember D
Councilmember A
Councilmember B

Councilmembers C and D have seniority over the newly elected councilmember A.
Councilmember C will be Vice Mayor as he/she has not been Vice Mayor in the last three consecutive years while D has.

Table: "La Mesa" Model by Year

Year	Councilmember A	Councilmember B	Councilmember C	Councilmember D
2015		x		
2016			x	
2017				x
2018	x			
2019		x		
2020			x	

“Seniority-based” – Version 1 (assumes any time already served by a currently seated councilmember will be factored into the rotation schedule)

- The councilmember with the most seniority who has not been the Vice Mayor in the last year.
- When seniority is tied, the councilmembers will be ranked in order by the number of votes, highest to lowest, from the election.
- After a councilmember serves one year as Vice Mayor, he/she will go to the bottom of the list and the others will move up one spot.
- A councilmember may not serve as Vice Mayor during his/her first year in office.

Scenario:

Councilmember A – Elected 2012, Re-elected 2016 Previously served as Vice Mayor in 2015
Councilmember B – Elected 2014 Current Vice Mayor (2016)
Councilmember C – Elected 2014
Councilmember D – Elected 2016

Year 2016 (election year)

Order (for 2017):

Councilmember C
Councilmember D
Councilmember A
Councilmember B

Councilmember C will be Vice Mayor (Councilmember A has the most seniority but has already served as Vice Mayor. Councilmembers B and C are tied in seniority but Councilmember B is the current VM)

Year 2017

Order (for 2018):

Councilmember D
Councilmember A
Councilmember B
Councilmember C

Councilmember D will be Vice Mayor

Year 2018 (election year)

Councilmembers B and C were re-elected.

Order (for 2019):
Councilmember A
Councilmember B
Councilmember C
Councilmember D

Councilmember A will be Vice Mayor (Councilmember A has seniority and has not been the Vice Mayor in the last year)

Year 2019

Order (for 2020):
Councilmember B
Councilmember C
Councilmember D
Councilmember A

Councilmember B will be Vice Mayor

Year 2020 (election year)

Councilmember A was unseated. There is a newly elected councilmember. Councilmember B was re-elected.

Order (for 2021):
Councilmember C
Councilmember D
Councilmember B
Councilmember A

Councilmember C will be Vice Mayor as he/she has the most seniority. As a newly elected Councilmember, Councilmember A is placed at the bottom of the seniority list and will be eligible for Vice Mayor in 2023 (his/her third year in office)

Table: "Seniority" Model -Version 1 by Year

Year	Councilmember A	Councilmember B	Councilmember C	Councilmember D
2015		x		
2016			x	
2017				x
2018	x			
2019		x		
2020			x	

“Seniority-based” – Version 2 (assumes the seniority rotation plan begins with the first Vice Mayor term following adoption of the policy regardless of any previous appointment to Vice Mayor of currently seated councilmembers)

- The councilmember with the most seniority who has not been the Vice Mayor in the last year.
- When seniority is tied, the councilmembers will be ranked in order by the number of votes, highest to lowest, from the election.
- A councilmember may not serve as Vice Mayor during his/her first year in office.
- After a councilmember serves one year as Vice Mayor, he/she will go to the bottom of the list and the others will move up one spot.

Scenario:

Councilmember A – Elected 2012, Re-elected 2016 Previously served as Vice Mayor in 2014

Councilmember B – Elected 2014 Current Vice Mayor (2015)*

Councilmember C – Elected 2014

Councilmember D – Elected 2016

* received more votes than councilmember C

Year 2016 (election year)

Order (for 2017):

Councilmember A

Councilmember B

Councilmember C

Councilmember D

Councilmember A will be Vice Mayor

Year 2017

Order (for 2018):

Councilmember B

Councilmember C

Councilmember D

Councilmember A

Councilmember B will be Vice Mayor

Year 2018 (election year)

Councilmembers B and C were re-elected.

Order (for 2019):
Councilmember C
Councilmember D
Councilmember A
Councilmember B

Councilmember C will be Vice Mayor

Year 2019

Order (for 2020):
Councilmember D
Councilmember A
Councilmember B
Councilmember C

Councilmember D will be Vice Mayor

Year 2020 (election year)

Councilmember A was unseated. There is a newly elected councilmember. Councilmember B was re-elected.

Order (for 2021):
Councilmember B
Councilmember C
Councilmember D
Councilmember A

Councilmember B will be Vice Mayor as he/she has the most seniority. As a newly elected Councilmember, Councilmember A is placed at the bottom of the seniority list and will be eligible for Vice Mayor in 2023 (his/her third year in office)

Table: "Seniority" Model –Version 2 by Year

Year	Councilmember A	Councilmember B	Councilmember C	Councilmember D
2015		x		
2016	x			
2017		x		
2018			x	
2019				x
2020		x		

COMPARISON OF TABLES BY MODEL

Table: "Imperial Beach" Model by Year

Year	Councilmember A	Councilmember B	Councilmember C	Councilmember D
2015		x		
2016			x	
2017				x
2018	x			
2019		x	x	
2020		x	x	

Table: "La Mesa" Model by Year

Year	Councilmember A	Councilmember B	Councilmember C	Councilmember D
2015		x		
2016			x	
2017				x
2018	x			
2019		x		
2020			x	

Table: "Seniority" Model –Version 1 by Year

Year	Councilmember A	Councilmember B	Councilmember C	Councilmember D
2015		x		
2016			x	
2017				x
2018	x			
2019		x		
2020			x	

Table: "Seniority" Model –Version 2 by Year

Year	Councilmember A	Councilmember B	Councilmember C	Councilmember D
2015		x		
2016	x			
2017		x		
2018			x	
2019				x
2020		x		

CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT

MEETING DATE: February 7, 2017

AGENDA ITEM NO. .

ITEM TITLE: Discussion of establishing a policy for selection of the Vice-Mayor.


PREPARED BY: Leslie Deese, City Manager
George H. Elser, III, Interim City Attorney

DEPARTMENT: City Manager
City Attorney

PHONE: Ext. 4242
Ext. 4222

APPROVED BY: 

EXPLANATION:

APPROVED BY: 

Please see attached memorandum.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.
N/A

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Provide direction to staff.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Memorandum
Survey of other cities' practices
Written policies from the Cities of Del Mar and Imperial Beach



MEMORANDUM

TO: Mayor and City Council

DATE: January 30, 2017

FROM: City Manager
Interim City Attorney

SUBJECT: Discussion of Establishing a Policy for Selection of the Vice-Mayor

At the December 20, 2016 City Council meeting, the Council acted to select a Vice-Mayor. At the meeting, Councilmember Rios requested that an item be placed on the February 7 City Council agenda for the Council to discuss enacting a policy for selection of the Vice-Mayor.

Because National City is a general law city, selection of the Vice-Mayor is governed by Sections 36801 and 34905 of the California Government Code.

Section 36801 provides:

The city council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Sections 10262 and 10263 of the Elections Code and, following the declaration of the election results and the installation of elected officials, choose one of its number as mayor, and one of its number as mayor pro tempore. [Referred to as the "vice-mayor" in National City.]

Because National City has a directly elected Mayor pursuant to Title 4, Division 2, Article 3 of the Government Code, the provisions of Section 36801 pertaining to the City Council selecting the Mayor do not apply; the Council selects only the Vice-Mayor.

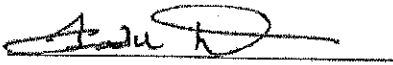
Section 34905, located in those sections of the Government Code pertaining to directly elected mayors, provides:

A mayor pro tempore shall be chosen in the manner provided by Section 36801.

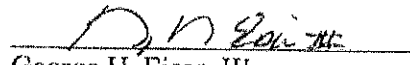
Government Code Section 36802 provides that the mayor shall preside at the meetings of the council; that if the mayor is absent or unable to act, the mayor pro tempore shall serve until the mayor returns or is able to act; and that the mayor pro tempore has all of the powers and duties of the mayor.

Section 36801 provides for the selection of a vice-mayor with the declaration of election results, i.e., at least every two years, but that section does not preclude a vice-mayor being selected more frequently.

To assist the City Council in its discussion, staff conducted a countywide survey of other cities' practices for the selection of a vice-mayor, variously referred to as "vice-mayor," "mayor pro tem", or "deputy mayor"; the responses of 12 cities are attached to this report. Two cities – Del Mar and Imperial Beach – have written policies, which are also attached.



Leslie Deese
City Manager



George H. Eiser, III
Interim City Attorney

Attachments

County-wide Survey Results:
Selection of Vice Mayor
December, 2016

City	Policy	Title	Comments
Carlsbad		Mayor Pro Tem	The City Council shall meet on the first Tuesday after the general municipal election and choose one of its members as Mayor Pro Tempore.
Coronado		Mayor Pro Tem	The City Council shall consider the selection of one of its members as Mayor Pro Tempore. The Mayor Pro Tempore shall serve a term of one year, or until a successor for the position is chosen. Three affirmative votes shall be required to choose or change the Mayor Pro Tempore. The above indicates the term is one year or until a successor for the position is chosen. Typically, the Mayor Pro Tempore is appointed when a new city council is seated and, since there is an election every two years, their term is generally two years.
Del Mar	X	Deputy Mayor	The Mayor and Deputy Mayor are selected by the council. It is the tradition to place the top two vote getters in any one election into a queue to rotate into the position of Mayor and Deputy Mayor.
El Cajon		Mayor Pro Tem	The Mayor Pro Tem is selected on the second Tuesday in December by a majority of the council. The Mayor Pro Tem shall serve at the will of the majority of the council or until the expiration of the normal term.
Escondido		Deputy Mayor	1. The city council shall meet on the first Wednesday following certification of the results of the general municipal election and select a Deputy Mayor by appointment from among the councilmembers. 2. Selection of the Deputy Mayor will be done on a rotating basis with priority given to the most senior councilmember who has never served as Deputy Mayor. If two (2) new councilmembers are elected at the same time, the one (1) with the highest votes shall have first preference in the selection. After all councilmembers serve one (1) term as deputy mayor, the selection shall revert to a normal rotation process; 3. The Deputy Mayor shall serve until a new appointment is made in accordance with this section.
Imperial Beach	X	Mayor Pro Tem	The Mayor Pro Tem shall serve on a rotating basis so that each Councilmember serves one year as as Mayor Pro Tem during his/her four year term. Order of rotation: current councilmember who has not served as Mayor Pro Tem; councilmember elect with the most votes from the election; councilmember elect; current councilmember who just served as Mayor Pro Tem.
La Mesa		Vice Mayor	The office of the Vice Mayor will be rotated among all the members of the city council. The term of each member shall be one year beginning the second Tuesday of August one year and ending on the Monday before the second Tuesday the next August. The Vice Mayor will be the councilmember with the most seniority who has not been Vice Mayor in the last three consecutive years. In the event two or more councilmembers have equal seniority and have not been Vice Mayor in the last three consecutive years, the councilmember with the most votes in their last regular election shall serve as Vice Mayor.
Lemon Grove		Vice Mayor	Rotated annually.
Oceanside		Deputy Mayor	Appointed by the Mayor and confirmed by the Council at the first regular meeting in December of each year.
San Marcos		Mayor Pro Tem	Per San Marcos Municipal Code (SMC) 2.08.040 Designation of Mayor Pro Tem - In order to expedite the orderly procedure of the City Council meetings in the event the Mayor cannot be present, the City Council shall elect one member of the City Council who shall act as Mayor pro tem in the absence of the Mayor. The Council makes the appointment in January of each year. No term limits.
Santee		Vice Mayor	The position of Vice Mayor is a one year term. Eligibility: councilmembers are not eligible until they have served at least one year of current term; not eligible if they have already served as Vice Mayor during their current term in office. The eligible councilmember who had the most votes in the last election in which he/she was a candidate shall be elected Vice Mayor.
Vista		Deputy Mayor	One year term commencing on January 1 of each year. During year in which there is a General Election held to elect one or more councilmembers, the Council shall consider the appointment/reappointment of one of its members as Deputy Mayor. In all other years the Council shall consider the appointment or re-appointment for the following year at the first regular full meeting of the Council held in the month of December of the immediately preceding year.



CITY OF DEL MAR
CITY COUNCIL POLICY BOOK

100

SELECTION OF MAYOR AND DEPUTY
MAYOR

DATE REVISED:	12/15/14
BY RESOLUTION:	2014-92
PAGES:	1 OF 1

POLICY:

Del Mar Municipal Code, Section 2.20.020 A and B, addresses when the City Council shall meet to install newly elected Council members and states that its members shall choose one of its members as Mayor and one of its members as Deputy Mayor by motion of the Council and three affirmative votes. It further states that the Mayor and the Deputy Mayor shall serve a term of one year, or until a successor for each position is chosen.

1. The Mayor and Deputy Mayor are members of the City Council and are annually elected by majority vote of the City Council at the first regular meeting in December or, in the case of an election year, upon certification of the election results. As a member of the City Council, the Mayor and Deputy Mayor shall have all the powers of a member.
2. In choosing the Mayor and Deputy Mayor, it is the tradition of the Council to place the top two vote getters in any one election into a queue to rotate into the position of Mayor and Deputy Mayor. In each City Council election, the person with the most votes shall be placed first in the rotation of that group, the second highest vote getter will be placed second, and in the years when there is a third seat contest, the third highest vote getter will be placed third in that rotation. However, the Council member who received the third most votes in an election year filling three seats will not be in the queue for either Deputy Mayor or Mayor but would be in rotation should the Council member traditionally rotating into the Deputy Mayor or Mayor position be unavailable to serve in that role.
3. In case of appointment to the City Council to fill a vacancy, that person will occupy the last position in the current rotation. Each new election will determine the rotation only for the group in that election. Should any City Council member not be available to take their regular place in the established rotation, the next person in the rotation will be elevated to the Deputy Mayor's position and the rotation will continue as previously set.
4. In the event there are members of the City Council appointed in lieu of an election, the appointed City Council members will go into a Mayoral rotation based on tenure (seniority) on the City Council. The City Council member with the most tenure on the City Council will be placed first in the rotation of that group. If no seniority exists (e.g. members have the same tenure), then the appointed City Council members will be rotated based on a coin toss conducted at a publicly noticed meeting.

CITY OF IMPERIAL BEACH
COUNCIL POLICY

SUBJECT:	POLICY NUMBER	EFFECTIVE DATE	PAGE
Rotation of Mayor Pro Tempore Duties	112	3/4/92	1 of 1

ADOPTED BY: Resolution 92-4085 DATED: March 4, 1992

On March 4, 1992, the City Council resolved to establish the following policy:

1. The mayor pro tempore will be selected, and have the powers and duties, as specified in Section 2.10 of the Imperial Beach Municipal Code.
2. The mayor pro tempore will be seated at the first council meeting in January.
3. The mayor pro tempore shall serve on a rotating basis so that each councilmember serves one (1) year as mayor pro tempore during his/her four (4) year term.
4. The councilmember chosen to be mayor pro tempore each year will be the councilmember on the top of the rotation list, which will be established and maintained as follows:
 - a. After each election, the rotation list will be established as follows (in line to serve as mayor pro tempore from top to bottom):
 - (1) Current councilmember (One who has not served as mayor pro tempore).
 - (2) Councilmember Elect (One with most votes from previous election).
 - (3) Councilmember Elect.
 - (4) Current councilmember (One who just completed one (1) year as mayor pro tempore).
 - b. After a councilmember serves one (1) year as mayor pro tempore, he/she will go to the bottom of the list and the others will move up one (1) spot.
 - c. Newly elected/re-elected councilmembers will be placed on the list, after the current councilmember who has not served as mayor pro tempore, in order of votes received.

The following page(s) contain the backup material for Agenda Item: [Notice of Decision – Planning Commission approval of a Conditional Use Permit modification to extend the days of operation for an existing head start program located at 1805 East 17th Street. \(Applicant: Tim Captain for First Christian Church\) \(Case File 2018-24 CUP\) \(Planning\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO. |

ITEM TITLE:

Notice of Decision – Planning Commission approval of a Conditional Use Permit modification to extend the days of operation for an existing head start program located at 1805 East 17th Street. (Applicant: Tim Captain for First Christian Church) (Case File 2018-24 CUP)

PREPARED BY: Martin Reeder, AICP



DEPARTMENT: Planning

PHONE: 336-4313

APPROVED BY: 

EXPLANATION:

The applicant has applied for the modification of CUP-1982-14, which authorized a head start program for 30 children that operated from 8:00 a.m. to 4:00 p.m. Monday to Thursday at the subject location. The proposal is for up to 100 children Monday through Friday from 7:00 a.m. to 7:00 p.m. While the previous use was under the federally-funded Head Start program, the applicant is planning to bring the program under the direction of the First Christian Church as the "FCC Early Learning Center". The center would continue to cater to families of all income, race, or cultural background, as it has since 1982.

Planning Commission conducted a public hearing on November 5, 2018. Commissioners asked questions regarding program operations. The Commission voted to approve the Conditional Use Permit based on required findings and subject to Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Categorically Exempt pursuant to Class 1 Section 15301 (Existing Facilities).

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission approved the Conditional Use Permit.

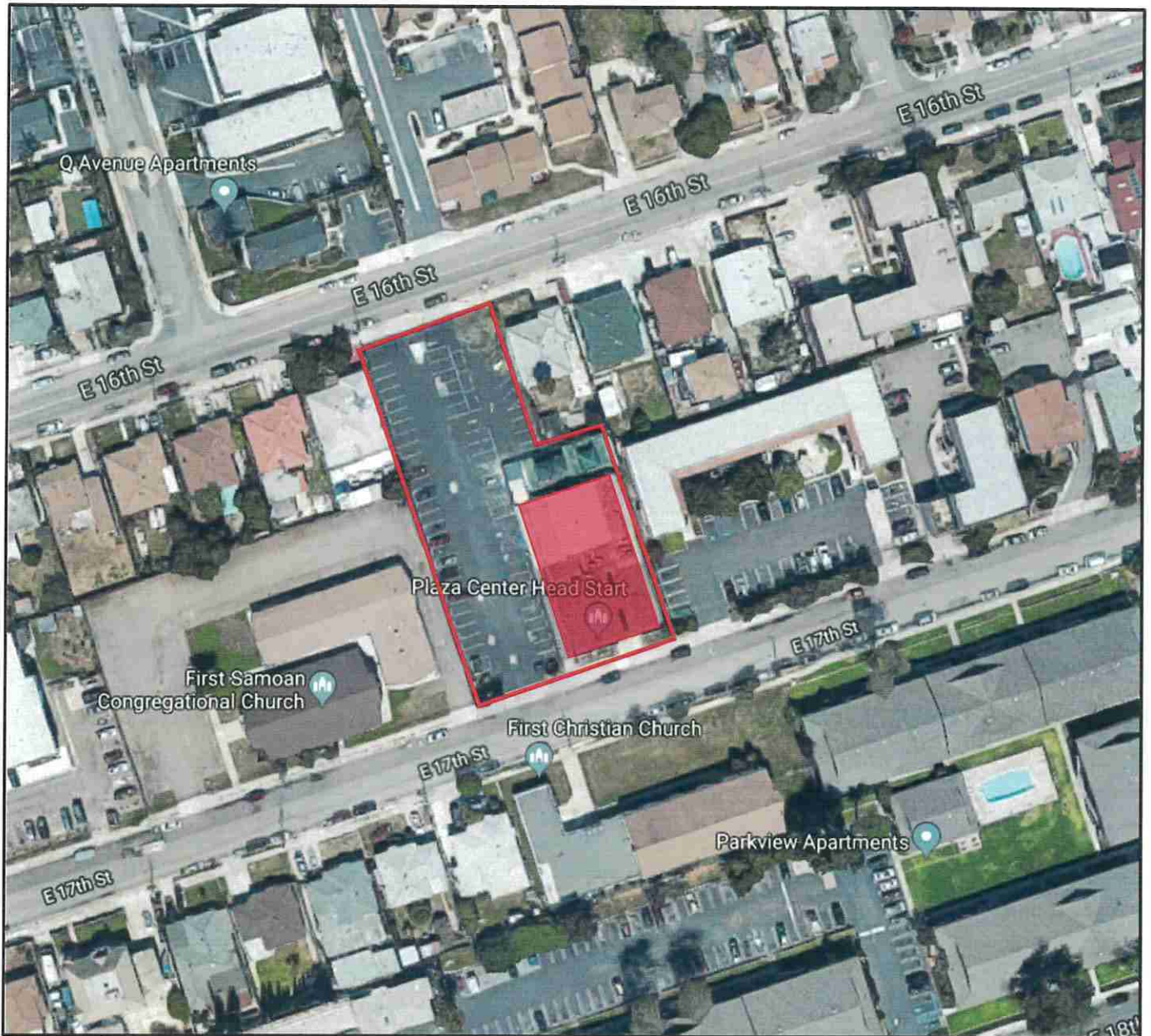
Ayes: Quintero, Sendt, Yamane, Garcia, Flores, DelaPaz

Absent: Baca

ATTACHMENTS:

- | | |
|-------------------------------------|---------------------------|
| 1. Overhead | 3. Resolution No. 2018-17 |
| 2. Planning Commission Staff Report | 4. Reduced Plans |

2018-24 CUP – 1805 East 17th Street – Overhead



ATTACHMENT 1



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING – CONDITIONAL USE PERMIT
MODIFICATION TO EXTEND THE DAYS OF OPERATION
FOR AN EXISTING HEAD START PROGRAM LOCATED
AT 1805 EAST 17TH STREET.

Case File No.: 2018-24 CUP

Location: 1800 Block of East 17th Street, east of Palm Avenue

Assessor's Parcel Nos.: 561-131-21

Staff report by: Martin Reeder, Principal Planner

Applicant: Tim Captain for First Christian Church of National City

Zoning designation: High-Density Multi-Unit Residential (RM-2)

Adjacent zoning:

North: Single-family residence and mixed residential use / RM-2

East: Sunny View Apartments / RM-2

South: First Christian Church across East 17th Street / RM-2

West: First Samoan Congregational Church / RM-2

Environmental review: Categorically Exempt pursuant to Class 1 Section 15301
(Existing Facilities)

Staff recommendation: Approve

ATTACHMENT 2

BACKGROUND

Staff Recommendation

Staff recommends approval of the proposed Conditional Use Permit (CUP) modification to extend the times that the head start program operated and increase the number of children. The use is conditionally-allowed in the High-Density Multi-Unit Residential (RM-2) zone and is consistent with the General Plan and Land Use Code.

Executive Summary

The applicant has applied for the modification of CUP-1982-14, which authorized a head start program for 30 children that operated from 8:00 a.m. to 4:00 p.m. Monday to Thursday at the subject location. The proposal is for up to 100 children Monday through Friday from 7:00 a.m. to 7:00 p.m.

Site Characteristics

The project location is a 7,881 square-foot building owned by the First Christian Church of National City, which is located across East 17th Street to the south. The subject building has historically been used by the church, including for the head start program licensed in 1982. The applicant is currently processing building permits to construct nine classrooms and office space within the building. No outward expansion of the building is proposed.

The property is in a generally residential neighborhood. Apartments are located to the east and southeast on 17th Street and another church is adjacent to the west. The property traverses the block between East 16th and East 17th Streets. There is a 64-space parking lot on the site, which has access to both streets and is used both for church parking and the head start building. There are single-family residences to the north/northeast and to the southwest of the property. With the exception of the single-family home to the southwest (RS-2 or Small Lot Residential), the area is zoned RM-2.

Proposed Use

The applicant proposes to extend the days of operation permitted by CUP-1982-14 to include Fridays, with new operating hours of 7:00 a.m. to 7:00 p.m. (Monday to Friday). With the increase in classrooms the total number of children would be increased from 30 to 100, ranging in age from newborn to five years old. While the previous use was under the federally-funded Head Start program administered by the Community Care Licensing Division of the Department of

Social Services, the applicant is planning to bring the program under the direction of the First Christian Church as the "FCC Early Learning Center". The center would continue to cater to families of all income, race, or cultural background, as it has since 1982.

The request also includes the expansion of a 2,340 square-foot play area in the back of the building, adding an additional 1,120 square feet within the parking lot. The expansion would remove four parking spaces. Use of the playground would be limited to two classes at a time (up to 30 children) for 30 minutes each morning and afternoon. Classes would be rotated between the hours of 9:00 a.m. and 12:00 p.m. and again from 2:00 p.m. to 5:00 p.m. The playground expansion would not be implemented right away, but later when the attendance warrants the additional space.

Analysis

General Plan

There are three General Plan Policies that relate to the proposal:

Land Use

LU-4.2: *Promote the design of complete neighborhoods that are structured to be family-friendly, encourage walking, biking, and the use of mass transit, foster community pride, enhance neighborhood identity, ensure public safety, improve public health, and address the needs of all ages and abilities.*

Education and Community Participation

E-1.5: *Work with school districts to promote education programs such as tutoring, occupational training, mentoring, and school readiness for pre-school aged children.*

E-6.4: *Encourage the use of public facilities for child care services; including collaboration between schools and parks, faith based institutions, community centers, and senior centers.*

The use has provided early learning services to the nearby high-density residential area for more than 35 years. The expansion of the facility will provide

for more children within walking distance and of a wider range of ages. Therefore, the use is consistent with the General Plan. In addition, the facility provides school readiness programs for pre-school aged children and is provided by a faith-based institution.

Land Use Code

The head start facility is associated with the First Christian Church, which is conditionally-allowed as a public assembly use in the RM-2 zone. Therefore, the use is consistent with the Land Use Code (LUC).

Issues to be considered with large-scale child care/educational facilities include traffic circulation, parking, and noise. The increase in capacity from 30 to 100 children will increase the probability of related impacts.

Circulation – The closest street segment that is identified in the General Plan is East 16th Street between Palm Avenue and Euclid Avenue. Appendix “F” of the General Plan shows this segment having a current Average Daily Trip (ADT) count of 6,600, with a capacity of 10,000 ADT. The segment currently operates at a Level of Service (LOS) of C. According to the San Diego Association of Governments (SANDAG) “*Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region*” a child care facility (closest related use) can be expected to generate 80 ADT per 1,000 square feet of floor, which would be approximately 630 ADT in the case of the proposed expansion. This is an increase in 580 ADT from the current condition, which will not change the current LOS.

Parking – Child day care centers, preschools, or nursery schools require parking in the ratio of one space per 1,000 square feet of floor area, or eight spaces in this case. As mentioned above there are 64 parking spaces on site. While the spaces are primarily for the church on worship days, the hours of operation of the school are on weekdays, whereas the existing church currently operates only on Sundays; therefore, there would be no parking impact caused by the project.

As mentioned in the proposed use section, future plans for an expanded play area would remove four of the existing parking spaces. In addition, restriping of the parking lot and the addition of handicapped-accessible parking and loading areas reduces the number of spaces by one. Plans now show a total of 59 parking spaces. The existing parking lot can handle the current church attendance and is consistent with Code requirements at the time that it was constructed. Removal of

five parking spaces is not expected to cause any significant parking impact to the surrounding neighborhood.

Noise – While most activities would occur inside the building, up to 30 children at a time would spend 30 minutes each morning and afternoon in the outside play area. As mentioned above, classes would be rotated between the hours of 9:00 a.m. and 12:00 p.m. and again from 2:00 p.m. to 5:00 p.m. In order to address potential noise impacts, two conditions have been added. Condition 7 requires compliance with Table III of Title 12 (Noise) of the Municipal Code, which states maximum decibel levels for receiving land uses. Condition 9 limits activities to the number of children and timeframes stated above.

Findings for Approval

The Municipal Code contains six required findings for CUPs:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code.

The use is existing and allowable within the RM-2 zone pursuant to a CUP, and complies with design regulations for such uses.

2. The proposed use is consistent with the General Plan and any applicable specific plan.

The use is consistent with General Plan Policies LU-4.2, E-1.5, and E-6.4, as discussed above. In addition, there are no applicable specific plans.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity.

The site is an existing building that is able to accommodate the proposed use without the need for exterior expansion.

4. The site is physically suitable for the type, density, and intensity of the use being proposed; including access, utilities, and the absence of physical constraints.

The site provides in excess of the required parking and would be used on days that the primary user of the parking lot (First Christian Church) does not convene. No conflicts are anticipated.

5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

Potential noise from the playground area is mitigated through conditions of approval limiting the times of use and number of children that may use the space.

6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

The proposed project has been reviewed in compliance with CEQA. Staff has determined the proposed use to be categorically exempt from environmental review pursuant to Class 1 Section 15301 (Existing Facilities), for which a Notice of Exemption will be filed subsequent to approval of this CUP.

Findings for Denial

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The vicinity of the playground to residential uses may constitute a nuisance due to the possibility of noise pollution that could have a negative impact on nearby residents.

Conditions of Approval

As well as standard conditions of approval for CUPs, conditions are included that limit the number of children and the timeframe for use of the playground area (discussed above), that all child/student loading and unloading shall occur onsite and not on City streets, and finally that all activities comply with noise limits contained in the Municipal Code. There are also conditions requiring compliance with the 2016 editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

Summary

The proposed project is consistent with the General Plan in that it provides school readiness for pre-school aged children. The use is also consistent with the Land Use Code, in that the use is permitted with a CUP and is only an internal expansion of an existing building. No impacts are expected due to traffic or parking, and potential noise impacts are addressed by conditions of approval.

OPTIONS

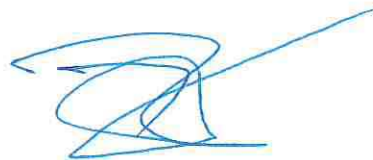
1. Approve 2018-24 CUP subject to the conditions listed below, based on the attached findings or findings to be determined by the Planning Commission; or
2. Deny 2018-24 CUP based on the attached finding or findings to be determined by the Planning Commission; or,
3. Continue the item to a later date in order to obtain additional information.

ATTACHMENTS

1. Recommended Findings
2. Recommended Conditions of Approval
3. Overhead
4. City Council Resolution 13,913
5. Applicant's Plans (Exhibit A, Case File No. 2018-24 CUP, dated 9/20/2018)
6. Public Hearing Notice (Sent to 263 property owners & occupants)
7. CEQA Notice of Exemption
8. Resolutions



MARTIN REEDER, AICP
Principal Planner



BRAD RAULSTON
Deputy City Manager

RECOMMENDED FINDINGS FOR APPROVAL
OF THE CONDITIONAL USE PERMIT
2018-24 CUP – 1805 East 17th Street

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is existing and allowable within the RM-2 zone pursuant to a CUP, and complies with design regulations for such uses.
2. The use is consistent with General Plan Policies LU-4.2, E-1.5, and E-6.4, as discussed in the staff report. In addition, there are no applicable specific plans.
3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the site is an existing building that is able to accommodate the proposed used without the need for exterior expansion.
4. The site is physically suitable for the type, density, and intensity of the use being proposed; including access, utilities, and the absence of physical constraints, because the site provides in excess of the required parking and would be used on days that the primary user of the parking lot (First Christian Church) does not convene. No conflicts are anticipated.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because potential noise from the playground area is mitigated through conditions of approval limiting the times of use and number of children that may use the space.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and determined to be categorically exempt from environmental review pursuant to Class 1 Section 15301 (Existing Facilities), for which a Notice of Exemption will be filed subsequent to approval of this CUP.

RECOMMENDED FINDING FOR DENIAL
OF THE CONDITIONAL USE PERMIT
2018-24 CUP – 1805 East 17th Street

1. Granting of the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the vicinity of the playground to residential uses may constitute a nuisance due to the possibility of noise pollution that could have a negative impact on nearby residents.

RECOMMENDED CONDITIONS OF APPROVAL

2018-24 CUP – 1805 East 17th Street

General

1. This Conditional Use Permit authorizes the operation of a preschool facility for up to 100 children at 1805 East 17th Street. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A, case file no. 2018-24 CUP, dated 9/20/2018.
2. Unless specifically modified by this Resolution, all conditions of approval contained in City Council Resolution 13,913 shall continue to apply.
3. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Deputy City Manager prior to recordation.
4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

Planning

7. All activities shall comply with the limits set forth in Table III of Title 12 (Noise) of the National City Municipal Code.
8. Operation of the preschool facility shall be limited to the timeframe of Monday through Friday between the hours of 7:00 a.m. to 7:00 p.m.

9. Use of the outdoor play area shall be limited to the hours of 9:00 a.m. to 12:00 p.m. and from 2:00 p.m. to 5:00 p.m. Monday through Friday. No more than 30 children shall be permitted in the play area at a time.

Building

10. Plans submitted for demolition or construction improvements must comply with the 2016 editions of the California Building, Electrical, Plumbing, and Mechanical Codes.

Fire

11. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC), National Fire Protection Association (NFPA), and California Code of Regulations (CCR).

RESOLUTION NO. 13,913

RESOLUTION APPROVING CONDITIONAL USE PERMIT 1982-14
TO ALLOW A FEDERALLY FUNDED HEAD START PROGRAM
(EDUCATIONAL INSTITUTION) FOR THIRTY (30) CHILDREN
ON PROPERTY LOCATED AT 1805 EAST 17TH STREET

(Applicant South Bay Head Start Program
of Episcopal Community Services -
Case File No. CUP-1982-14)

WHEREAS, at a regular meeting of the City Council held
October 12, 1982, said Council made a finding that the evidence
and testimony presented support the following findings:

1. The site for the proposed use is adequate in size
and shape;
2. That the site has sufficient access to streets;
3. That the proposed use will not have an adverse
effect upon adjacent or abutting properties;
4. That the proposed use is deemed essential and
desirable to the public convenience and welfare, and subject to
conditions as hereinbelow set forth; and

WHEREAS, the action recited herein is found to be
essential for the preservation of public health, safety and
general welfare; and

WHEREAS, the entire contents of Case File No.
CUP-1982-14, maintained by the City are attached to and made
part hereof by reference;

NOW, THEREFORE, the City Council of the City of National
City, California, does hereby find, determine, order and resolve
that the application for conditional use permit is approved
subject to the following conditions:

1. Hours of operation shall be limited to 8:00 a.m. to
4:00 p.m., Monday through Thursday.
2. A minimum of two exits from the classroom are
required when the number of occupants is over six (6).
3. Padlocks must be removed from security gates when
this facility is in use.

4. Upon occupancy, one type 2A:10BC fire extinguisher shall be provided.

5. Parking lot shall be striped and marked in accordance with Section 18.58.700 N.C.M.C. prior to occupancy.

6. Receiving land use noise levels shall not exceed 55 dba to the north, and 60 dba to the east.

7. Within a period not to exceed thirty (30) days from the effective date of Resolution approving this Conditional Use Permit, or occupancy of these premises, the applicant shall file a written statement with the Planning Department acknowledging and accepting all conditions imposed upon the approval of this permit.

8. Existing chain link fence located adjacent to the east property line shall be relocated and maintained at a distance of at least 25 feet from said east property line.

9. Landscape consisting of spreading shrubs or climbing vines, approved as to type, size and space by the Planning Department shall be planted adjacent to said relocated fence.

FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant.

PASSED AND ADOPTED this 26th day of October, 1982.


MAYOR

ATTEST:


CITY CLERK

Passed and adopted by the Council of the City of National City, California,
on October 26, 1982 by the following vote, to-wit:

Ayes: Councilmen Camacho, Dalla, Van Deventer, Morgan

Nays: Councilmen Waters

Absent: Councilmen None

Abstain: Councilmen

AUTHENTICATED BY: KILE MORGAN
Mayor of the City of National City, California

IONE CAMPBELL
City Clerk of the City of National City, California

(Seal) By: _____
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 13,913 of the City of National City, Calif., passed and adopted by the Council of said City on October 26, 1982

(Seal) Ione Campbell
City Clerk of the City of National City, California

By: _____
Deputy



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

CONDITIONAL USE PERMIT MODIFICATION TO EXTEND THE
DAYS OF OPERATION FOR AN EXISTING HEAD START PROGRAM
LOCATED AT 1805 EAST 17TH STREET.
CASE FILE NO.: 2018-24 CUP
APN: 561-131-21

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, November 5, 2018**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request. (Applicant: Timothy Captain for First Christian Church of National City)

The applicant proposes to extend the days of operation permitted by Conditional Use Permit CUP-1982-14 to include Fridays. The new days and hours of operation would be Monday through Friday from 7:00 a.m. to 7:00 p.m.

Information is available for review at the City's Planning Department, Civic Center. Members of the public are invited to comment. Written comments should be received on or before 12:00 p.m., **November 5, 2017** by the Planning Department, who can be contacted at 619-336-4310 or planning@nationalcityca.gov.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DEPARTMENT

A blue ink signature of Brad Raulston, written in a stylized, cursive font.

BRAD RAULSTON
Deputy City Manager



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF EXEMPTION

TO: Assessor/Recorder/County Clerk
Attn: Fish & Wildlife Notices
1600 Pacific Highway, Room 260
San Diego, CA 92101
MS: A-33

Project Title: 2018-24 CUP

Project Location: 1805 East 17th Street, National City, CA 91950

Lead Agency: City of National City

Contact Person: Martin Reeder

Telephone Number: (619) 336-4313

Description of Nature, Purpose and Beneficiaries of Project:

Conditional Use Permit for the internal expansion and extension of hours of operation for a head start/childcare facility.

Applicant Name and Address:

Tim Captain for First Christian Church
1800 East 17th Street
National City, CA 91950

Telephone Number:

(619) 474-2254

Email Address:

tim@nationalcitychurch.com

Exempt Status:

☒ **Categorical Exemption. Class 31, Section 15301 (Existing Facilities)**

Reasons why project is exempt:

There is no possibility that the proposed use will have a significant impact on the environment since no external expansion of the building is proposed.

Date:

MARTIN REEDER, AICP
Principal Planner

RESOLUTION NO. 2018-17

A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF NATIONAL CITY, CALIFORNIA,
APPROVING A CONDITIONAL USE PERMIT MODIFICATION
TO EXTEND THE DAYS OF OPERATION FOR
AN EXISTING EARLY LEARNING PROGRAM
LOCATED AT 1805 EAST 17TH STREET.
CASE FILE NO. 2018-24 CUP
APN: 561-131-21

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit modification to extend the days of operation for an existing Early Learning Program located at 1805 East 17th Street at a duly advertised public hearing held on November 5, 2018, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2018-24 CUP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on November 5, 2018, support the following findings:

1. The proposed use is allowable within the applicable zoning district pursuant to a Conditional Use Permit and complies with all other applicable provisions of the Land Use Code, because the use is existing and allowable within the RM-2 zone pursuant to a CUP, and complies with design regulations for such uses.
2. The use is consistent with General Plan Policies LU-4.2, E-1.5, and E-6.4, as discussed in the staff report. In addition, there are no applicable specific plans.

3. The design, location, size, and operating characteristics of the proposed activity would be compatible with the existing and future land uses in the vicinity, because the site is an existing building that is able to accommodate the proposed use without the need for exterior expansion.
4. The site is physically suitable for the type, density, and intensity of the use being proposed; including access, utilities, and the absence of physical constraints, because the site provides in excess of the required parking and would be used on days that the primary user of the parking lot (First Christian Church) does not convene. No conflicts are anticipated.
5. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because potential noise from the playground area is mitigated through conditions of approval limiting the times of use and number of children that may use the space.
6. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA) and determined to be categorically exempt from environmental review pursuant to Class 1 Section 15301 (Existing Facilities), for which a Notice of Exemption will be filed subsequent to approval of this CUP.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit authorizes the operation of a preschool facility for up to 100 children at 1805 East 17th Street. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A, case file no. 2018-24 CUP, dated 9/20/2018.
2. Unless specifically modified by this Resolution, all conditions of approval contained in City Council Resolution 13,913 shall continue to apply.
3. Before this *Conditional Use Permit* shall become effective, the applicant and the property owner shall both sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit*. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County

Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Deputy City Manager prior to recordation.

4. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in the Municipal Code.
5. This permit shall expire if the use authorized by this resolution is discontinued for a period of 12 months or longer. This permit may also be revoked, pursuant to provisions of the Land Use Code, if discontinued for any lesser period of time.
6. This *Conditional Use Permit* may be revoked if the operator is found to be in violation of any Conditions of Approval.

Planning

7. All activities shall comply with the limits set forth in Table III of Title 12 (Noise) of the National City Municipal Code.
8. Operation of the preschool facility shall be limited to the timeframe of Monday through Friday between the hours of 7:00 a.m. to 7:00 p.m.
9. Use of the outdoor play area shall be limited to the hours of 9:00 a.m. to 12:00 p.m. and from 2:00 p.m. to 5:00 p.m. Monday through Friday. No more than 30 children shall be permitted in the play area at a time.

Building

10. Plans submitted for demolition or construction improvements must comply with the 2016 editions of the California Building, Electrical, Plumbing, and Mechanical Codes.

Fire

11. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC), National Fire Protection Association (NFPA), and California Code of Regulations (CCR).

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of November 5, 2018, by the following vote:

AYES: Quintero, Sendt, Yamane, Garcia, Flores, Dela Paz

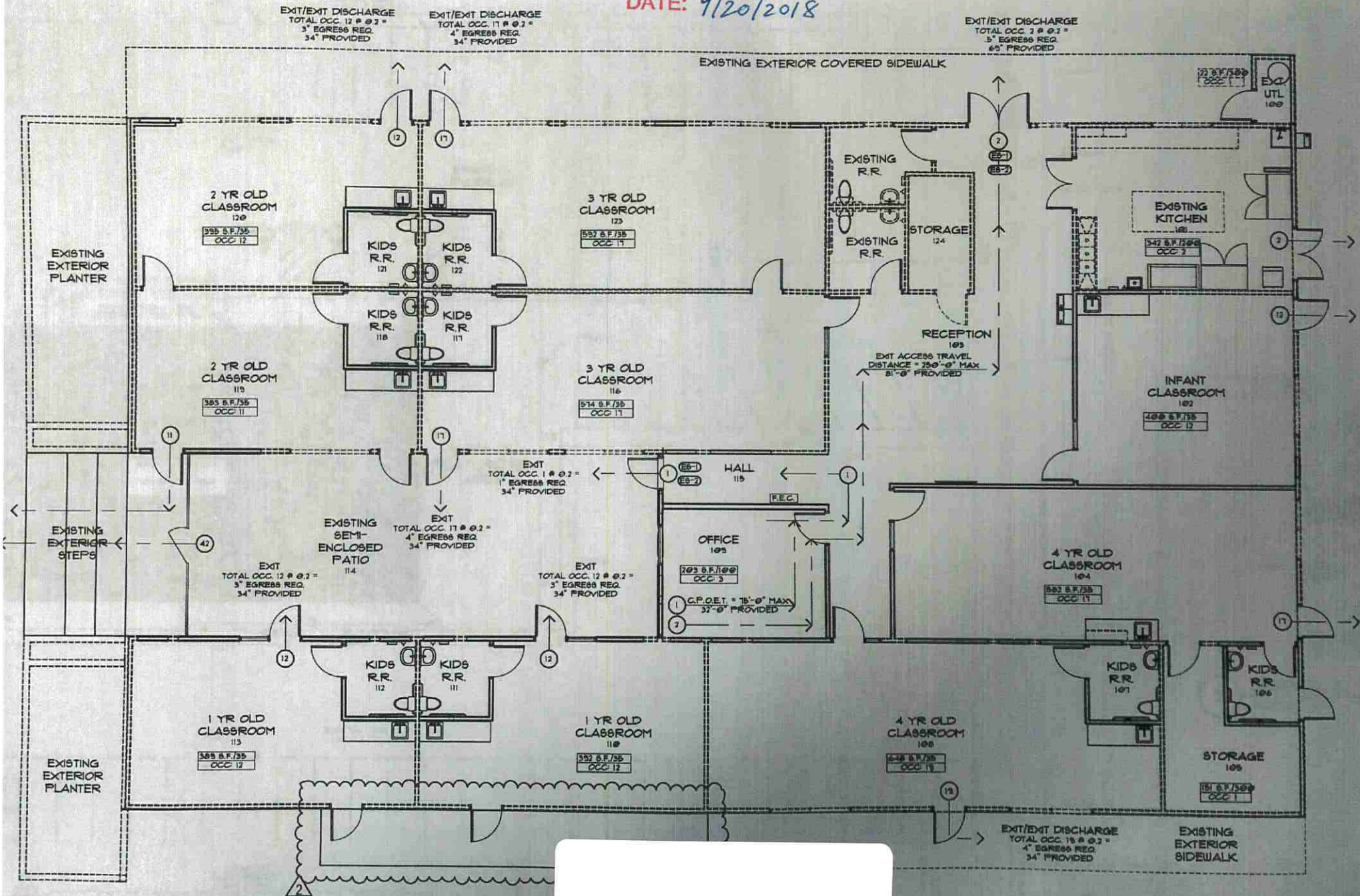
NAYS: None.

ABSENT: Baca

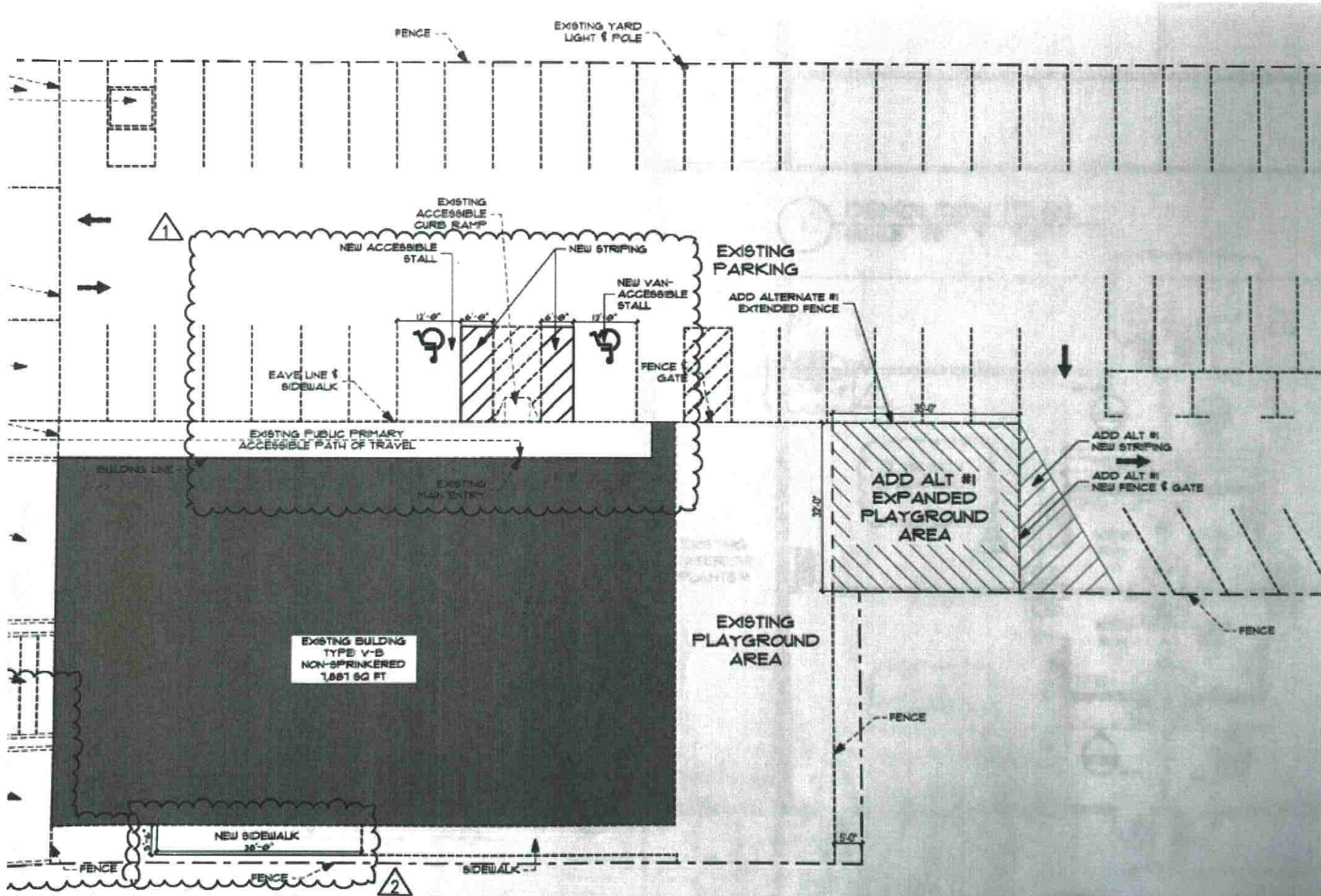
ABSTAIN: None.


CHAIRPERSON

EXHIBIT: *A*
CASE FILE NO.: 2018-24 cur
DATE: 9/20/2018



ATTACHMENT 4



ITE PLAN

The following page(s) contain the backup material for Agenda Item: [Notice of Decision – Planning Commission approval of a Conditional Use Permit and Coastal Development Permit for a gas station, convenience store with beer and wine sales, and bike shop to be located at 724 Civic Center Drive in the Coastal Zone. \(Applicant: Stosh Podeswik\) \(Case File 2018-19 CUP, CDP\) \(Planning\)](#)

Please scroll down to view the backup material.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: November 20, 2018

AGENDA ITEM NO. |

ITEM TITLE:

Notice of Decision – Planning Commission approval of a Conditional Use Permit and Coastal Development Permit for a gas station, convenience store with beer and wine sales, and bike shop to be located at 724 Civic Center Drive in the Coastal Zone. (Applicant: Stosh Podeswik) (Case File 2018-19 CUP, CDP)

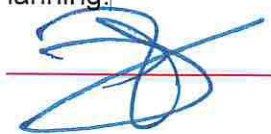
PREPARED BY: Martin Reeder, AICP



DEPARTMENT: Planning

PHONE: 619-336-4313

APPROVED BY:



EXPLANATION:

The project applicant has applied for a Conditional Use Permit (CUP) and Coastal Development Permit (CDP) to construct a gas station, convenience store, and bike shop. The project site is an existing 25,466 square-foot gas station property located at 724 Civic Center Drive. The new gas station would have eight fueling stations. The convenience store proposes to sell beer and wine for off-site consumption as well as other grocery items. The applicant applied for a similar project on this site last year. While it was also a gas station, the previous iteration did not include the bike shop portion of the project. The Council denied the project, citing overconcentration of alcohol licenses in the census tract and lack of public convenience or necessity.

The Planning Commission conducted a public hearing on November 5, 2018 on the project. The Commissioners asked questions regarding facility design and site security. Two community members spoke, citing concerns over business viability and public noticing. The Commission voted to approve the Conditional Use Permit based on required findings and subject to Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail.

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Categorical Exemption – Class 32, Section 15332 (In-Fill Development Projects)

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission approved the Conditional Use Permit and Coastal Development Permit.

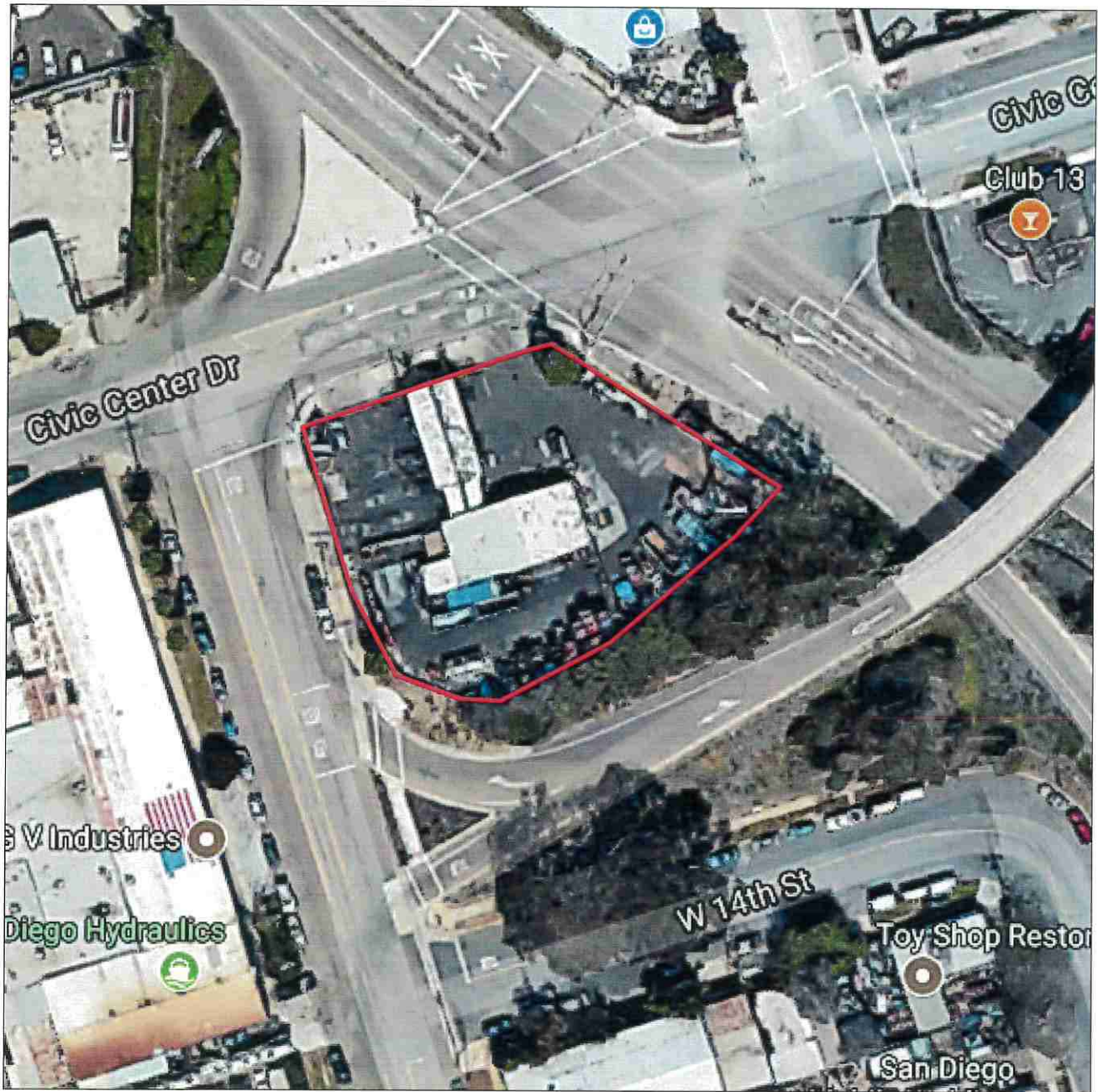
Ayes: Quintero, Sendt, Yamane, Garcia, Flores, DelaPaz

Absent: Baca

ATTACHMENTS:

- | | |
|-------------------------------------|---------------------------|
| 1. Overhead | 3. Resolution No. 2018-18 |
| 2. Planning Commission Staff Report | 4. Reduced Plans |

2018-19 CUP, CDP – 724 Civic Center Drive – Overhead



ATTACHMENT 1



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

PLANNING COMMISSION STAFF REPORT

Title: PUBLIC HEARING – CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT FOR A GAS STATION, CONVENIENCE STORE WITH OFF-SALE BEER AND WINE, AND BIKE SHOP TO BE LOCATED AT 724 CIVIC CENTER DRIVE IN THE COASTAL ZONE.

Case File No.: 2018-19 CUP, CDP

Location: Southwest corner of Civic Center Drive and Harbor Drive

Assessor's Parcel No.: 559-024-06

Staff report by: Martin Reeder, Principal Planner

Applicant: Stosh Podeswik

Property owner: Golden Sunrise Properties LLC

Combined General Plan/
Zoning designation: MM-CZ (Medium Manufacturing – Coastal Zone)

Adjacent land use/zoning:

North: Harbor Drive & Civic Center Drive interchange / MM-CZ

East: Interstate 5 freeway / OS-CZ (Open Space – Coastal Zone)

South: Interstate 5 off-ramp with industrial beyond / MM-CZ

West: Industrial use across Cleveland Avenue / MM- CZ

Environmental review: Categorical Exemption – Class 32, Section 15332 (In-Fill Development Projects)

Staff Recommendation: Approve

Staff Recommendation

Staff recommends approval of a Conditional Use Permit (CUP) and Coastal Development Permit (CDP) for a gas station, convenience store with off-sale beer and wine, and bike shop. The property has languished and remained vacant for several years. Redevelopment of the property would be a benefit to the surrounding area.

BACKGROUND

Executive Summary

The project applicant has applied for a CUP and CDP to construct a gas station, convenience store, and bike shop. The project site is an existing 25,466 square-foot gas station property – most recently operated as a metal recycling center – located at 724 Civic Center Drive. The new gas station would have eight fueling stations. The convenience store proposes to sell beer and wine for off-site consumption.

History

The applicant applied for a similar project on this site last year. While it was also a gas station, the previous iteration did not include the bike shop portion of the project. The Planning Commission conducted a public hearing on March 5, 2018 on the project. The Commissioners asked questions regarding facility design, conditions of approval, and the future Bayshore Bikeway in this location. The Commission voted to recommend approval of the proposal, with alcohol sales hours of 8:00 a.m. to 12 midnight daily.

The City Council considered a Notice of Decision of the Planning Commission's approval of the CUP at their meeting of March 20, 2018, and after hearing public comment, voted to set the item for public hearing. The public hearing was held on April 17, 2018, at which time several community members spoke against the project. The Council ultimately voted to deny the project, citing overconcentration of alcohol licenses in the census tract and lack of public convenience or necessity.

The applicant has resubmitted the application with significant changes in order to be reconsidered. These changes include reducing the size of the convenience store, adding a 750 square-foot retail bike store, and removing and relocating the driveways along Civic Center Drive (one driveway is now proposed instead of the two existing).

Site Characteristics

The project site is at the southwest corner of Civic Center Drive and Harbor Drive in the Coastal Zone. The property is generally an island surrounded by roadways. It is at the junction of Harbor Drive and the southbound Interstate 5 on-ramp. The last use of the property was A-1 Alloys Recycling Center. The business is now closed. There are currently three driveways accessing the property, one on Cleveland Avenue and two on Civic Center Drive.

The lot is shown on the current zoning map as being in the Medium Industrial (IM) zone, and also within the Coastal Zone. The most recent Land Use Code Update is not active in the Coastal Zone. This is due to the fact that the necessary changes in the City's Local Coastal Plan have not been completed. Therefore, the City's previous zoning would generally apply. In this case the zone would have been MM-CZ (Medium Manufacturing – Coastal Zone) – essentially the same zone.

Proposed Use

The applicant is proposing to demolish the existing building and construct a new gas station, 2,400 square-foot convenience store, and 750 square-foot retail bike store. The 25,466 square-foot property would have 14 parking spaces and four double-sided fuel pumps. The two driveways on Civic Center Drive will be consolidated into one 30-foot wide driveway, which has been moved west to avoid conflict with the future Bayshore Bikeway. The proposal also includes the sale of beer and wine, which will be displayed in seven of the 22 coolers (see Exhibit "B" of the applicant's plans). The applicant is requesting alcohol sales between the hours of 8:00 a.m. and midnight daily. The new business is expected to create 18 new jobs.

Analysis

General Plan

The project proposal is located in the Medium Manufacturing (MM) zone, which is designated within the larger industrial district west of Interstate 5. The MM zone establishes intermediate industrial uses in areas in which production and processing activities involve some degree of noise, vibration, air pollution, radiation, glare phenomena, and fire and explosive hazards. The proposed gas station and convenience store are consistent with this definition (provided by the previous General Plan).

Land Use Code

Under the applicable Land Use Code (LUC), both the gas station and sale of nonautomotive products in excess of 216 cubic feet require issuance of a CUP. In addition, the sale of alcohol also requires a CUP.

Chapter 18.98 (Service Stations) includes design guidelines and site development standards for new gas stations. These standards include minimum lot size (15,000 square feet), minimum landscape amount (5% of the lot), and building design and materials, which are discussed below. The proposal is consistent with all requirements of Chapter 18.98.

Other uses permitted by right (no CUP required) in the MM zone include auto storage, lumber yards, recycling centers, and concrete batch plants.

Coastal Zone

The project area is not within an area of retained Coastal Commission permit jurisdiction or in an area of appeal jurisdiction; the project site is generally in an area that is exempt from Coastal Permit requirements (area zoned Medium Manufacturing north of 24th Street). However, the requirement for a discretionary permit (CUP) triggers the need for a CDP. As part of this discretionary review, the Planning Commission must find that granting of a CDP is consistent with and implements the Certified Local Coastal Program. The project is compliant with this finding in that it involves a service use, which is conditionally-allowed in the MM-CZ zone, and will not prohibit coastal access or obstruct views.

Traffic and circulation

According to traffic generation rates published by SANDAG (San Diego Association of Governments) a gas station and food mart with eight fuel pumps would generate approximately 1,280 average daily trips (ADT). The property is at the junction of Harbor Drive, an arterial street; Civic Center Drive, a collector street; and Interstate 5, a freeway. Based on the City's General Plan (2010), Civic Center Drive east of the project (Harbor Drive to Wilson Avenue) is currently operating below capacity and at a Level of Service of C (A being the highest).

The applicant provided a Traffic Impact Analysis (TIA), which found that there would be no calculated traffic impacts; therefore, mitigation measures are not required. The total new and diverted trips would equate to 922 ADT, less than the estimated 1,280 ADT quoted by SANDAG. This is due to 358 trips being pass by trips (those already driving past the site).

Parking

There is no specific parking requirement for a gas station in the LUC. However, a convenience store would need to be parked at a ratio of one space for every 250 square feet of floor area. For a retail floor area of 3,150 square feet (2,400 for the convenience store and 750 for the bike shop), 13 parking spaces would be required, which are provided.

Bicycle Access

The site is adjacent to the probable future portion of the Bayshore Bikeway, which is intended to connect southbound Harbor Drive to McKinley Avenue south of the project site. The bike path segment would pass along the eastern property line of the site and under the southbound off ramp from Interstate 5 to Civic Center Drive. The bikeway will be predominantly within the Caltrans right-of-way adjacent to the property; however, part of the right-of-way from the existing curb going west will be needed for construction of the bike path. This area is shown on the site plan (see Exhibit "A-Revised"). The project has been designed to avoid conflicts with this area.

In order to compliment the bikeway, the applicant has added a 750 square-foot retail bike store. Staff also suggests that the property include an additional bicycle amenity to accommodate passing cyclists, such as bicycle parking. The LUC requires a minimum of one bicycle space per 20 parking spaces for a retail use. A Condition of Approval has been included to include this amenity.

Economic Impact

According to information provided by HdL Companies, the City's tax consultant, a gas station and convenience store of this size could be expected to generate up to \$80,000 in sales tax annually.

California Environmental Quality Act (CEQA)

Impacts related to gas stations usually focus on traffic, hazardous materials, and air quality. In the case of this project, the property has historically been a gas station, although more recent use was not related to gasoline sales, but rather metal recycling. Because of the previous uses, only traffic was analyzed. The applicant provided a TIA, which found that there would be no calculated traffic impacts; therefore, the project is considered categorically exempt from CEQA under Class 32, Section 15332 (In-Fill Development Projects).

Beer and wine sales

Section 18.30.050 of the LUC allows for on-site alcohol sales with an approved CUP. Additional requirements for alcohol CUPs include expanded notification, a community meeting, and distance requirements. Proposed hours of operation are 8:00 a.m. to midnight daily. A condition is included to require that coolers with alcohol be locked outside of approved sales hours.

Mailing – All property owners and occupants within a distance of 660 feet are required to be notified of a public hearing for alcohol-related CUP applications. Notice of this public hearing was sent to 73 people, 37 occupants, and 36 owners.

Community Meeting – The applicant for a CUP involving the sale of alcohol is required to hold a community meeting pursuant to Section 18.30.050 (C) of the LUC. Such a meeting was held Friday, September 7, 2018 at 3:30 p.m. at the subject location. The meeting advertisement, sign-in sheet, and minutes are attached. There were five community members in attendance. Two community members expressed support for the redevelopment, while the other three had concerns related to homelessness, drug use, and prostitution.

Distance Requirements – Chapter 18.030.050 (D) requires a 660-foot distance from sensitive uses such as schools. However, no schools are nearby. The nearest school is Kimball Elementary School, which is approximately a third of a mile away on the other side of Interstate 5.

Alcohol Sales Concentration/Location – Per The California Department of Alcoholic Beverage Control (ABC), there are currently five off-sale permits issued in the subject census tract (219). These permits are:

Name	Address	License Type*	CUP
Arco Gas Station	133 W 8 th St.	20	Yes
Valero Gas Station	10 Osborne St.	20	Yes
One Ten Liquor & Market	110 National City Blvd.	21	No
Big B Market	1540 Coolidge Ave.	20	No
Cozine's Grocery	402 Civic Center Dr.	21	Yes

- * Type 20 - Off-Sale Beer and Wine
- Type 21 - Off-Sale General

Two of the off-sale licenses are gas stations, and the other three are markets. The attached census tract map shows the location of the subject tract. ABC recommends that a total of four off-sale alcohol permits be issued in this census tract, where five exist.

Although the census tract is considered to be over-concentrated, the licenses are spread out over a large geographic area. Census tract 219 is comprised of the whole west side of the City from National City Blvd. to San Diego Bay, which is by far the largest in the City. With a population of 6,816 (as of August 2018) it is also the most populous. However, this census tract is more than three times the size of the next most populous tract (117), which has a population of 6,773. Therefore, because of the large size and low population density, census tract 219 is an anomaly compared to the rest of the City and experiences less of the issues associated with overconcentration of alcohol licenses.

Police Department (PD)

PD provided a Risk Assessment report on the property for the previous application. The assessment assigned points based on the type of business, license concentration, and calls for service (among others) and ranks the business according to potential risk (low, medium, or high). In this case, the property received 13 points, which would indicate a medium risk (13-18 points). Per a conversation with PD. The same assessment can be used as there have been no substantive changes to the alcohol sales or storage from the original submittal. The Risk Assessment is attached.

Institute for Public Strategies (IPS)

As of the writing of this report, no comments have been received from IPS. However, based on recent comments provided for alcohol CUPs, IPS typically recommends that owners, management, and staff be required to attend the (Responsible Beverage Sales and Service (RBSS) training. This requirement is a standard condition of City Council Policy 707 and is included as a condition of approval.

Findings for Approval

The (previous) Municipal Code contains required findings for CUPs. There are four required findings, five when the project also involves a CDP:

1. That the site for the proposed use is adequate in size and shape.

The 25,466 square-foot property is in excess of the 15,000 square feet required by Section 18.98 of the [previous] Municipal Code. Additionally, all buildings and parking spaces can be installed to meet all setback and site design requirements.

2. That the site has sufficient access.

The site has direct access to Harbor Drive, an arterial street; Civic Center Drive, a collector street; and Interstate 5, a freeway, which can accommodate the additional 1,280 ADT (922 ADT after pass by trips are subtracted) that would be generated by the project. The TIA submitted with this application has shown that the existing street network can function at a Level of Service (LOS) of D or better without the need for mitigation.

3. That the proposed use will not have an adverse effect upon adjacent or abutting properties.

The project is a use consistent with the MM zone description in the General Plan and will be subject to conditions of approval that ensure safe operation of the business.

4. That the proposed use is deemed essential and desirable to the public convenience.

The project will provide a service in need for local and regional drivers requiring automobile refueling and associated services. The use is consistent with the MM zone description, which is intended for uses in areas in which activities involve some degree of noise, vibration, air pollution, radiation, glare phenomena, and/or fire and explosive hazards. In addition, the use will generate sales tax that will contribute to the City's General Fund.

5. That the granting of this CUP is consistent with and implements the Certified Local Coastal Program.

This finding is addressed in the "Coastal Zone" section above.

There are two additional conditions of approval related to CEQA compliance and public convenience and necessity for the alcohol sales:

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act.

This finding is addressed in the "California Environmental Quality Act (CEQA)" section above.

7. That the proposed use is deemed essential and desirable to the public convenience and necessity.

Beer and wine sales will contribute to the viability of the gas station convenience store, an allowed use in the MM zone. Alcohol sales would also add to the convenience of the consumer, in that customers would be able to purchase alcohol at the same outlet that they are purchasing other products and not needing to visit multiple locations for their needs, thus reducing vehicle trips. In addition, the bike shop will provide amenities for cyclists using the future Bayshore Bikeway.

Findings for denial

There are also three findings for denial included with this application:

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located.

The census tract in which the subject property is located is currently over-concentrated with regard to off-sale alcohol outlets. Five off-sale outlets are permitted where four are recommended by the ABC. In addition, the area has a high crime rate.

2. That the proposed use is not deemed essential and desirable to the public convenience and necessity.

There are five other off-sale alcohol outlets located in the same census tract as the subject property where alcohol can be purchased, two of which are also gas stations.

3. That based on findings 1 and 2 above, public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

It should be noted that the findings for denial are based on the alcohol component only. If the Commission feels that other elements of the project are incompatible with or would result in impacts to the surrounding area, separate findings of denial would need to be made related to those components (e.g. gas station, convenience store).

Conditions of Approval

Comments were originally received from the Building, Engineering, and Fire departments, as well as Sweetwater Authority and continue to apply. Comments focused on Building and Fire Code requirements, and stormwater compliance, drainage, street improvements, and

permits. All comments are included as Conditions of Approval. Sweetwater Authority comments focused on fire flow and plan submittal.

Summary

A gas station and related non-automotive retail space are conditionally-permitted uses in the MM zone. In addition, any discretionary review requires a CDP. The project meets all design guidelines and development standards of the Land Use Code, and is consistent with the General Plan and Local Coastal Plan. The area in which the business would be located is removed from sensitive uses and has ample access to accommodate the proposed uses on site. As a result, the use is not expected to create any significant impacts.

Alcohol sales are consistent with other commercial businesses in the census tract, including two gas stations. The business will also be subject to standard conditions of approval along with those in Council policy 707 related to alcohol sales. Furthermore, the proposed use will be subject to conditions that limit the sale of alcohol and restrict the hours that it will be available.

Finally, the proposed development will result in 18 new jobs, as well as temporary construction jobs, and will contribute a significant amount of sales tax to the City's General Fund.

OPTIONS

1. Approve 2018-19 CUP, CDP subject to the conditions listed below, based on attached findings; or
2. Deny 2018-19 CUP, CDP based on attached findings and findings to be determined by the Planning Commission; or,
3. Continue the item for additional information.

ATTACHMENTS

1. Recommended Findings
2. Recommended Conditions
3. Overhead
4. Applicant's Plans (Exhibit A-Revised and B, Case File No. 2018-19 CUP, CDP, dated 10/16/2018 and 2/27/2018 respectively)
5. Community meeting advertisement, sign-in sheet, and minutes
6. PD comments
7. Census Tract and Police Beat maps
8. Public Hearing Notice (Sent to 73 property owners and occupants)
9. CEQA Notice of Exemption
10. Resolutions



MARTIN REEDER, AICP
Principal Planner



BRAD RAULSTON
Deputy City Manager

RECOMMENDED FINDINGS FOR APPROVAL
OF THE CONDITIONAL USE PERMIT
AND COASTAL DEVELOPMENT PERMIT
2018-19 CUP, CDP – 724 Civic Center Drive

1. That the site for the proposed use is adequate in size and shape, because the 25,466 square-foot property is in excess of the 15,000 square feet required by Section 18.98 of the Municipal Code. Additionally, all buildings and parking spaces can be installed to meet all setback and site design requirements.
2. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use, because the site has direct access to Harbor Drive, an arterial street; Civic Center Drive, a collector street; and Interstate 5, a freeway, which can accommodate the additional 1,280 ADT (922 ADT after pass by trips are subtracted) that would be generated by the project. The TIA submitted with this application has shown that the existing street network can function at an LOS of D or better without the need for mitigation.
3. That the proposed use will not have an adverse effect upon adjacent or abutting properties, because the project is a use consistent with the Medium Manufacturing (MM) zone description in the General Plan and will be subject to conditions of approval that ensure safe operation of the business
4. That the proposed use is deemed essential and desirable to the public convenience or welfare, because the project will provide a service in need for local and regional drivers requiring automobile refueling and associated services. The use is consistent with the MM zone description, which is intended for uses in areas in which activities involve some degree of noise, vibration, air pollution, radiation, glare phenomena, and/or fire and explosive hazards. In addition, the use will generate sales tax that will contribute to the City's General Fund
5. That the granting of this Conditional Use Permit is consistent with and implements the Certified Local Coastal Program, because the project is located within an area generally exempt from a Coastal Development Permit; involves a service use, which is conditionally allowed in the MM-CZ zone; and will not prohibit coastal access or obstruct views.

6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, because it has been determined that the proposed use qualifies for a categorical exemption from CEQA under Class 32, Section 15332 (In-Fill Development Projects).
7. That the proposed use is deemed essential and desirable to the public convenience and necessity, because beer and wine sales will contribute to the viability of the gas station convenience store, an allowed use in the MM zone. Alcohol sales would add to the convenience of the consumer, in that customers would be able to purchase alcohol at the same outlet that they are purchasing other products and not needing to visit multiple locations for their needs, thus reducing vehicle trips. In addition, the bike shop will provide amenities for cyclists using the future Bayshore Bikeway.
8. That based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

RECOMMENDED FINDINGS FOR DENIAL
OF THE CONDITIONAL USE PERMIT
AND COASTAL DEVELOPMENT PERMIT

2018-19 CUP, CDP – 724 Civic Center Drive

1. Granting the permit would constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone in which the property is located, because the census tract in which the subject property is located is currently over-concentrated with regard to off-sale alcohol outlets – five off-sale outlets are permitted where four are recommended by the California Department of Alcoholic Beverage Control – and the area has a high crime rate.
2. That the proposed use is not deemed essential and desirable to the public convenience and necessity, because five other off-sale alcohol outlets are located in the same census tract as the subject property.
3. That based on findings 1 and 2 above, public convenience and necessity will not be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

RECOMMENDED CONDITIONS OF APPROVAL

2018-19 CUP, CDP – 724 Civic Center Drive

General

1. This Conditional Use Permit and Coastal Development Permit authorize a gas station with a convenience store, including the sale of beer and wine, and a bike shop. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A-Revised and B, Case File No. 2018-19 CUP, CDP, dated 10/16/2018 and 2/27/2018 respectively.
2. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. **Checks shall be made payable to the County Clerk** and submitted to the National City Planning Department.
3. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Land Use Code.
4. Before this *Conditional Use Permit and Coastal Development Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. **Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit and Coastal Development Permit*.** The applicant shall also submit evidence to the satisfaction of the City Manager or designee that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit and Coastal Development Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or designee prior to recordation.

Building

5. Plans submitted for demolition or construction improvements must comply with the 2016 editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

Engineering

6. A Hydrology study (100 year flood) is required for the new project. The study should consider the proposed project area to the closest municipal storm drain collection point.

The study should consider the adequacy of the existing storm drain system to convey any additional run off. All Hydrology study findings and recommendations are part of Engineering Department requirements.

7. The Priority Project Applicability checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Department. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.
8. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.
9. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.
10. The property owner, or its successors and assigns shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk, and the irrigation mainline upon private property only, as required by the City. The property owner or, its successors or assigns, shall be remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.
11. Metallic identification tape shall be placed between the bottom layer of the finished surface and the top of all irrigation lines in the public right-of-way.
12. A grading and drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared in accordance with the City's standard requirements by a Registered Civil Engineer. All necessary measures for prevention of storm water pollution and hazardous material run-off to the public storm drain system from the proposed parking lot or development shall be implemented with the design of the grading. This shall include the provision of such devices as storm drain

interceptors, clarifiers, or filters. Best Management Practices for the maintenance of the parking lot, including sampling, monitoring, and cleaning of private catch basins and storm drains, shall be undertaken in accordance with the National Pollution Discharge Elimination System (NPDES) regulations. A private storm water treatment maintenance agreement shall be signed and recorded. A check list for preparation of the grading plan/drainage plan is available at the Engineering Department.

13. All existing and proposed curb inlet on property shall be provided with a "No Dumping" signage in accordance with the NPDES program.
14. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be 6-inch in size with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral.
15. Separate street and sewer plans, prepared by a Registered Civil Engineer, shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.
16. A soils engineering report shall be submitted for the Engineering Department's review, after Planning Commission approval. The report shall address the stability of all of the existing and proposed slopes on the property. It shall also address the adequacy of the building pads, the criteria for any new retaining wall design, the maximum allowable soil bearing pressure and the required pavement structural sections for the proposed streets, the parking areas, and the driveways. As a minimum, the parking lot pavement sections shall be 2 inch A.C. over 4 inch Class II aggregate base. The street pavement sections shall be in accordance with National City modified Standard Drawing G-34. All soils report findings and recommendations shall be part of the Engineering Department requirements.
17. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced. Specifically all sidewalk and curb and gutter. Sidewalk shall be in accordance with San Diego Regional Standard Drawings (SDRSD) G-7, G-9, G-10 and G-11 curb and gutter shall be 8" and be in accordance with National City Modified SDRSD G-2.
18. The existing pedestrian ramp(s) at the following locations(s) shall be removed and replaced with standard ramp complying with the ADA requirements and the SDRSD G-29 (Type C) located on the southeasterly corner of Civic Center Drive and Cleveland Avenue.
19. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed

with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.

20. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.
21. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
22. A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.
23. NO PARKING zone(s) (red curbing) shall be provided and/or replaced after new curb has been installed.
24. The existing non-operational abandoned pay telephone on Civic Center Drive adjacent to the westerly driveway shall be removed.
25. A cost estimate for all of the proposed grading, drainage, street improvements, landscaping and retaining wall work shall be submitted with the plans. A performance bond equal to the approved cost estimate shall be posted. Three percent (3%) of the estimated cost shall also be deposited with the City as an initial cost for plan checking and inspection services at the time the plans are submitted. The deposit is subject to adjustment according to actual worked hours and consultant services.
26. A hydromodification plan or a letter sealed and signed by the Engineer of Work explaining why the project is exempt from hydromodification requirements shall be submitted.
27. The owner/developer shall submit plans to Cal Trans for their review to ensure that any conflicts with State Right of Ways and Facilities are addressed.

Fire

28. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC), National Fire Protection Association (NFPA), and California Code of Regulations (CCR).
29. Fire apparatus access roads shall comply with the requirements of Section 5 CFC 2013 and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the building as measured by an approved route around the exterior of the building. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.
30. The required width of emergency fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. All access roads shall be no less than

20 feet wide, no less than 14 feet high and shall have an all-weather road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road, the minimum road width shall be 26 feet. A 28 foot turning radius is required for Fire Department access through site. All Fire Department access roads shall be painted and signed to prevent parking in these required designated emergency areas

31. Grade of fire apparatus road shall be within the limits established (15% grade) by the fire code official based on fire department's apparatus.
32. The vapor recovery unit (Healy Tank) shall comply with Chapter 23 section 2306.7.9.1 – 2306.7.9.2.4 of the California Fire Code. Additionally, lot lines and proximity to surrounding properties where Healy Tanks are proposed, shall meet CFC, NFPA and all City Department requirements. Please contact the National City Fire Department on required protective enclosure for vapor tank.
33. Underground fuel tank removal and replacement will require permit and inspections from the National City Fire Department.
34. Emergency service access to the trash enclosure shall be maintained at all times for the life of project.
35. Exit signs shall be provided at all required exits. Exit signs shall be green in color per the National City Municipal Code.
36. All fire sprinkler and fire alarm plans shall be submitted directly to the National City Fire Department.
37. Soft drink CO2 dispensing systems require a permit and inspection per the California Fire Code Chapter 53 section 5307 – *Systems used in beverage dispensing applications*.
38. A 48-hour notice is required for all inspection provided by the National City Fire Department.

Planning

39. Plans submitted for construction shall include accommodation for bicycle access along the east property line adjacent to the Interstate 5 southbound on-ramp. In lieu of actual improvements, areas within 20 feet of the curb on the east property line shall be set aside until such time as the Bayshore Bikeway is constructed. This area should be landscaped in the interim period.
40. At minimum, one bicycle parking space shall be installed on the property. Additional spaces to accommodate future bicycle traffic should also be included.

41. A landscape and underground irrigation plan shall be submitted as part of the construction permitting process. All landscaping and irrigation improvements shall be maintained for the life of the project.
42. Business operations shall comply with Municipal Code Title 12 (Noise) at all times.
43. Plans submitted for construction shall conform to Land Use Code Section 18.42.040 (Screening mechanical equipment and elevator housing) and 18.46 (Outdoor Lighting), and 18.98 (Service Stations).
44. Plans submitted for construction permits shall show that a cover for all trash enclosures be provided.
45. The project will be required to obtain an operation permit from the San Diego County Air Pollution Control District (APCD), which will be subject to National Emission Standards for Hazardous Air Pollutants (NESHAP) and Air Toxic Control Measures (ATCM).
46. Violation of APCD licensing/permitting or any other state licensing department shall be a violation of this Conditional Use Permit and Coastal Development Permit.
47. Any planned exterior propane tank shall be screened in compliance with Land Use Code Section 18.42.040.
48. All proposed business signage shall be in conformance with Land Use Code requirements.
49. Alcohol sales shall be limited to the hours of 8:00 a.m. to midnight daily.
50. Coolers containing alcohol products shall be locked and made inaccessible to the public between the hours of 12:00 a.m. and 8:00 a.m.
51. The sale of beer or malt beverages in quantities of quarts, 22-ounce, 32-ounce, 40-ounce, or similar size containers is prohibited.
52. No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
53. No sale of wine or distilled spirits shall be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
54. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's prepackaged multi-unit quantities.
55. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the applicant.

56. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
57. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
58. Permittee shall post signs on the exterior building walls in compliance with Chapter 10.30.070 of the National City Municipal Code. Additionally, the permittee shall post signs, to be approved by the Planning Department, at each entrance to the applicant's premises and parking lot, prohibiting loitering and consumption of alcohol on the premises and adjacent property under his control. Said signs shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height. The signs shall read as follows:
- a. "No open alcoholic beverage containers are allowed on these premises."
 - b. "No loitering is allowed."
59. Containers of distilled spirits may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
60. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
61. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.
62. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a City business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.

Sweetwater Authority

63. The property owner must submit a letter to the Authority from the appropriate fire agency stating fire flow requirements. Based on this requirement, new water systems or substantial alteration to the existing water system may be needed.
64. An approved backflow prevention assembly is required for water services serving all commercial developments. Water facilities shall be designed and installed in accordance with the current Sweetwater Authority Design Standards and the Standard Specifications for Construction of Water Facilities.
65. Once a building permit is obtained by the Owner, the Owner shall submit approved stamped plans from the lead agency where the project is located. The approved submittal must include a site plan, floor plan, plumbing plan showing total fixture count, including daily water demands for domestic and irrigation use in gallons per day, and a fire sprinkler plan (if applicable) so that water facilities can be verified.

Civic Center proposed Gas Station/Convenient Store operations Community Meeting

When: 09/07/2018, 03:30-04:30 pm.

Where: 724 Civic Center Dr. National City CA 91950.

Meeting was coordinated and managed by Amad Attisha (the Applicant's representative).

1. Meeting held at the aforementioned date and time as scheduled on the community meeting notice mailed to surrounding occupants.
2. During the meeting time, the total of five community members showed up, and discussed the outcomes and impacts of developing the current status of the site into a new gas station/C store & a Bike Shop.
3. 04:55 pm meeting is over.

-
- Visitor #1 & #2: Mr. Jacques LeFaint and Mr. Mike Young
Contact info: See sign in sheet.
Approve/in favor of project. Happy with positive impact on neighborhood. Happy with development of old property.
 - Visitor #3: Mr. Damian Cruz
Contact info: See sign in sheet.
Concerns: Drug dealers and prostitutes
 - Visitor #4: Monica Casillas.
Contact info: See sign in sheet.
Concerns: Homelessness, especially from previous use of property.
 - Visitor #5: Luis Solis
Contact info: See sign in sheet
Concerns: Homeless, drug dealers/addicts & prostitutes

MARTIN SAMO
P.O. Box 21041
EL CAJON, CA 92021

You are invited to attend a:

COMMUNITY MEETING

Date: Friday, September 7th, 2018

Time: 3:30PM to 4:30PM

Address: 724 Civic Center Drive, National City, CA 91950

We are looking forward to meeting you and have you learn more about our upcoming development and discuss any questions you may have. Our new development consists of a Gas Station, a Convenient Store and a Bike Shop.

This meeting is to inform citizens of a use permit application that has been filed for the service of beer and wine at our new development that, when opened, may be called **7-eleven, Arco, Circle K, Chevron or Shell.**

If you cannot attend the meeting, or if you have any questions before then, please feel free to contact Martin Samo, the Applicant's representative at (619) 579-7337 or via email at martysamo@gmail.com

This notice is being sent to you in fulfillment of the City of National City requirements. This outreach effort to our neighbors is necessary because an application for development or use has been filed with the City of National City Planning Department.

MEETING SIGN-IN SHEET

Project Gas
Station + C.
Store + Bike
Shop

Friday 09/07/2018,
03:30-04:30 PM

Meeting Date:

Meeting manager:

Address: 724
Civic Center
Drive, National
City, CA 91950

Name	Company	Phone	E-Mail
JACQUES LEFRIANT	SCOTT'S	619-477-7390	JACQUESLEFRIANT@MSN.COM
MIKE YOUNG	SCOTT'S	858-201-7012	ROADSTERMIKE@GMAIL.COM
JAMIAN CRUZ		(619) 797-8446	JAMIANCRUZ82@YAHOO.COM
MONICA CASILLAS		" "	" "
LUIS SOLIS	HEENSEL PHELPS	(619) 386-1757	425 CIVIL CENTER NATIONAL CITY 91950



NATIONAL CITY POLICE DEPARTMENT
ALCOHOL BEVERAGE CONTROL
RISK ASSESSMENT

DATE: 03/07/2017

BUSINESS NAME: 7-Eleven

ADDRESS: 724 Civic Center Drive, National City, CA 91950

OWNER NAME: Amad Yelda Attisha DOB: 11/08/1969

OWNER ADDRESS: 1741 Sea Pines Road, El Cajon, CA 92019

(add additional owners on page 2)

I. Type of Business

- Restaurant (1 pt)
- ☒ Market (2 pts)
- Bar/Night Club (3 pts)
- Tasting Room (1pt)

II. Hours of Operation

- Daytime hours (1 pt)
- Close by 11pm (2 pts)
- ☒ Close after 11pm (3 pts)

III. Entertainment

- Music (1 pt)
- Live Music (2 pts)
- Dancing/Live Music (3 pts)
- ☒ No Entertainment (0 pts)

IV. Crime Rate

- Low (1 pt)
- Medium (2 pts)
- ☒ High (3 pts)

V. Alcohol Businesses per Census Tract

- Below (1 pt)
- Average (2 pts)
- ☒ Above (3 pts)

Notes:

Alcohol Businesses per Census

Tract / Over saturation.

Crime Rate High for Beat 24

VI. Calls for Service at Location (for previous 6 months)

- ✓ Below (1 pt)
- Average (2 pts)
- Above (3 pts)

VII. Proximity Assessment (1/4 mile radius of location)

- ✓ Mostly commercial businesses (1 pt)
- Some businesses, some residential (2 pts)
- Mostly residential (3 pts)

Low Risk (12pts or less)
Medium Risk (13 – 18pts)
High Risk (19 – 24pts)

Total Points 13

VIII. Owner(s) records check

- ✓ No criminal incidents (0 pts)
- Minor criminal incidents (2 pts)
- Multiple/Major criminal incidents (3 pts)

OWNER NAME: _____ DOB: _____

OWNER ADDRESS: _____

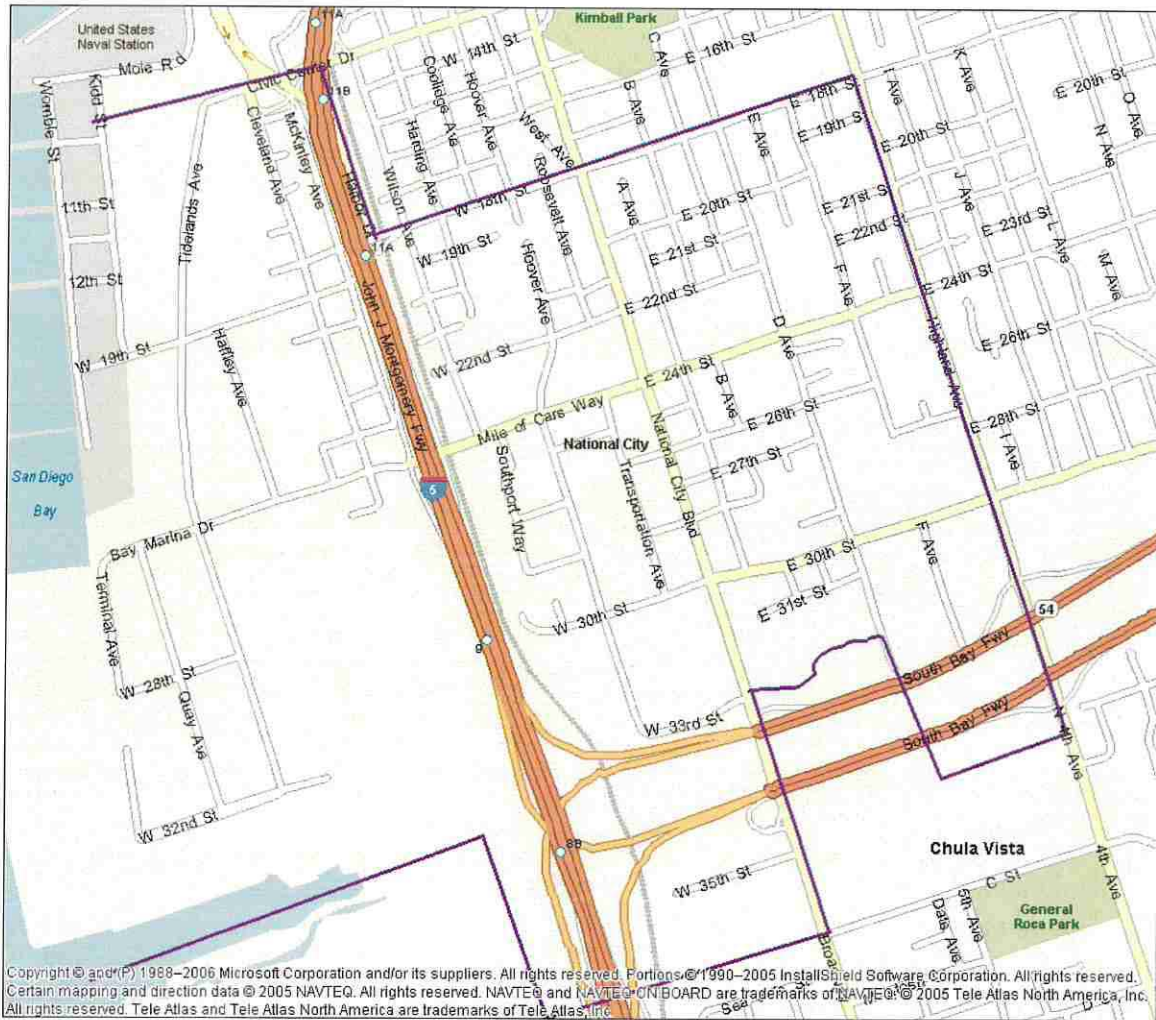
OWNER NAME: _____ DOB: _____

OWNER ADDRESS: _____

Recommendation:

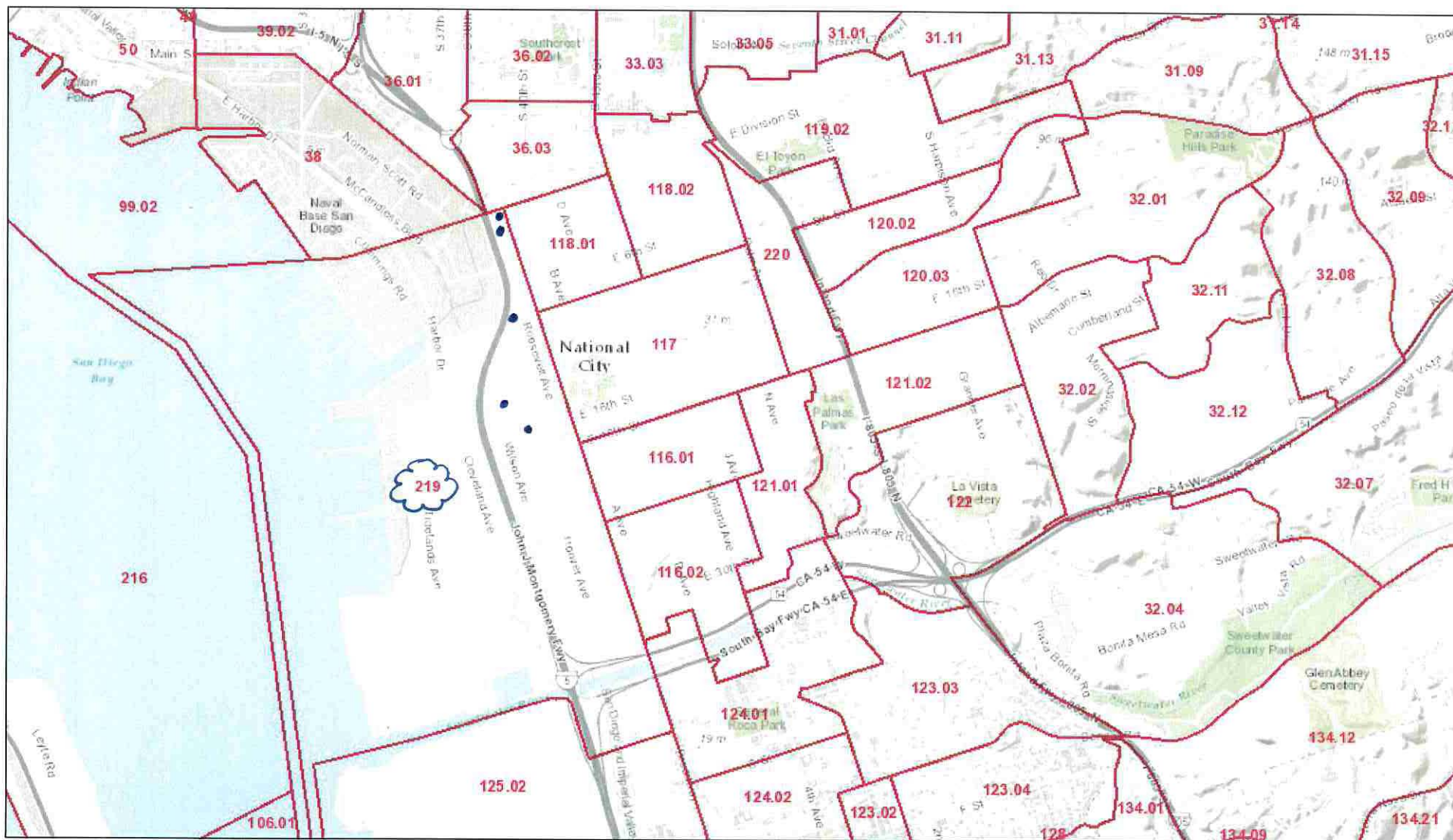
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Badge ID: 402



City of National City Beat 24

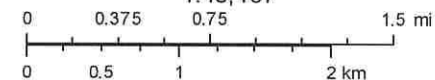
Source: Microsoft Mappoint
NCPD CAU, 4/18/07



August 25, 2014

CensusTracts 2010

1:45,467



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF PUBLIC HEARING

CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT
FOR A GAS STATION, CONVENIENCE STORE, AND BIKE SHOP TO BE LOCATED
AT 724 CIVIC CENTER DRIVE IN THE COASTAL ZONE.

CASE FILE NO.: 2018-19 CUP, CDP

APN: 559-024-06

The National City Planning Commission will hold a public hearing after the hour of 6:00 p.m. **Monday, November 5, 2018**, in the City Council Chambers, Civic Center, 1243 National City Boulevard, National City, California, on the proposed request (Applicant: Stosh Podeswik).

The applicant is proposing to demolish the existing building and construct a new gas station, 2,400 square-foot convenience store, and 750 square-foot retail space (bike shop). The 25,466 square-foot property would have 14 parking spaces and four double-sided fuel pumps.

Information is available for review at the City's Planning Department, Civic Center. Members of the public are invited to comment. Written comments should be received by the Planning Department on or before 12:00 p.m., **November 5, 2018**, who can be contacted at 619-336-4310 or planning@nationalcityca.gov.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

NATIONAL CITY PLANNING DEPARTMENT

BRAD RAULSTON
Deputy City Manager



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF EXEMPTION

TO: Assessor/Recorder/County Clerk
Attn: Fish & Wildlife Notices
1600 Pacific Highway, Room 260
San Diego, CA 92101
MS: A-33

Project Title: 2017-03 CUP, CDP

Project Location: 724 Civic Center Drive, National City, CA 91950

Lead Agency: City of National City

Contact Person: Martin Reeder

Telephone Number: (619) 336-4313

Description of Nature, Purpose and Beneficiaries of Project:

Conditional Use Permit and Coastal Development Permit for a gas station, 2,400 square-foot convenience store, and 750 bike shop at a site previously developed with a gasoline service station.

Applicant Name and Address:

Stosh Podeswik
4682 Nebo drive
La Mesa, CA 91941

Telephone Number:

(619) 246-9044

Email Address:

stosh@stoshthomas.com

Exempt Status:

☒ **Categorical Exemption. Class 32, Section 15332 (In-Fill Development Projects)**

Reasons why project is exempt:

There is no possibility that the proposed use will have a significant impact on the environment since construction of the gas station, convenience store, and bike shop will replace an existing gas service station. In addition a Traffic Impact Analysis prepared for the proposal found that there would be no calculated traffic impacts; therefore, mitigation measures are not required.

Date:

MARTIN REEDER, AICP
Principal Planner

RESOLUTION NO. 2018-18

A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A
CONDITIONAL USE PERMIT AND COASTAL DEVELOPMENT PERMIT
FOR A GAS STATION, CONVENIENCE STORE WITH
OFF-SALE BEER AND WINE, AND BIKE SHOP
TO BE LOCATED AT 724 CIVIC CENTER DRIVE IN THE COASTAL ZONE.
APPLICANT: STOSH PODESWIK.
CASE FILE NO. 2018-19 CUP, CDP
APN: 559-024-06

WHEREAS, the Planning Commission of the City of National City considered a Conditional Use Permit and Coastal Development Permit for a gas station, convenience store with off-sale beer and wine, and bike shop to be located at 724 Civic Center Drive in the Coastal Zone at a duly advertised public hearing held on November 5, 2018, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2018-19 CUP, CDP maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on November 5, 2018, support the following findings:

1. That the site for the proposed use is adequate in size and shape, because the 25,466 square-foot property is in excess of the 15,000 square feet required by Section 18.98 of the Municipal Code. Additionally, all buildings and parking spaces can be installed to meet all setback and site design requirements.

2. That the site has sufficient access to streets and highways that are adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use, because the site has direct access to Harbor Drive, an arterial street; Civic Center Drive, a collector street; and Interstate 5, a freeway, which can accommodate the additional 1,280 ADT (922 ADT after pass by trips are subtracted) that would be generated by the project. The TIA submitted with this application has shown that the existing street network can function at an LOS of D or better without the need for mitigation.
3. That the proposed use will not have an adverse effect upon adjacent or abutting properties, because the project is a use consistent with the Medium Manufacturing (MM) zone description in the General Plan and will be subject to conditions of approval that ensure safe operation of the business
4. That the proposed use is deemed essential and desirable to the public convenience or welfare, because the project will provide a service in need for local and regional drivers requiring automobile refueling and associated services. The use is consistent with the MM zone description, which is intended for uses in areas in which activities involve some degree of noise, vibration, air pollution, radiation, glare phenomena, and/or fire and explosive hazards. In addition, the use will generate sales tax that will contribute to the City's General Fund
5. That the granting of this Conditional Use Permit is consistent with and implements the Certified Local Coastal Program, because the project is located within an area generally exempt from a Coastal Development Permit; involves a service use, which is conditionally allowed in the MM-CZ zone; and will not prohibit coastal access or obstruct views.
6. That the proposed project has been reviewed in compliance with the California Environmental Quality Act, because it has been determined that the proposed use qualifies for a categorical exemption from CEQA under Class 32, Section 15332 (In-Fill Development Projects).
7. That the proposed use is deemed essential and desirable to the public convenience and necessity, because beer and wine sales will contribute to the viability of the gas station convenience store, an allowed use in the MM zone. Alcohol sales would add to the convenience of the consumer, in that customers would be able to purchase alcohol at the same outlet that they are purchasing other products and not needing to visit multiple locations for their needs, thus reducing vehicle trips. In addition, the bike shop will provide amenities for cyclists using the future Bayshore Bikeway.

8. That based on findings 1 through 7 above, public convenience and necessity will be served by a proposed use of the property for the retail sales of alcoholic beverages pursuant to law.

BE IT FURTHER RESOLVED that the application for Conditional Use Permit and Coastal Development Permit is approved subject to the following conditions:

General

1. This Conditional Use Permit and Coastal Development Permit authorize a gas station with a convenience store, including the sale of beer and wine, and a bike shop. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A-Revised and B, Case File No. 2018-19 CUP, CDP, dated 10/16/2018 and 2/27/2018 respectively.
2. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. **Checks shall be made payable to the County Clerk** and submitted to the National City Planning Department.
3. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in the Land Use Code.
4. Before this *Conditional Use Permit and Coastal Development Permit* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. **Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Conditional Use Permit and Coastal Development Permit*.** The applicant shall also submit evidence to the satisfaction of the City Manager or designee that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Conditional Use Permit and Coastal Development Permit* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the City Manager or designee prior to recordation.

Building

5. Plans submitted for demolition or construction improvements must comply with the 2016 editions of the California Building, Electrical, Plumbing, Mechanical, and Fire Codes.

Engineering

6. A Hydrology study (100 year flood) is required for the new project. The study should consider the proposed project area to the closest municipal storm drain collection point. The study should consider the adequacy of the existing storm drain system to convey any additional run off. All Hydrology study findings and recommendations are part of Engineering Department requirements.
7. The Priority Project Applicability checklist for the National Pollutant Discharge Elimination System (NPDES) is required to be completed and submitted to the Engineering Department. The checklist will be required when a project site is submitted for review of the City Departments. The checklist is available at the Engineering Department. If it is determined that the project is subject to the "Priority Project Permanent Storm Water BMP Requirements" and the City of National City Storm Water Best Management Practices of the Jurisdictional Urban Runoff Management Program (JURMP) approved Standard Urban Storm Water Mitigation Plan (SUSMP) documentation will be required prior to issuance of an applicable engineering permit. The SUSMP shall be prepared by a Registered Civil Engineer.
8. The Best Management Practices (BMPs) for the maintenance of the proposed construction shall be undertaken in accordance with the National Pollutant Discharge Elimination System (NPDES) regulations which may require a Storm Water Pollution Prevention Plan (SWPPP) for the project. An approved SWPPP will be required prior to issuing of a construction permit.
9. All surface run-off shall be treated with an approved Standard Urban Runoff Mitigation Plan (SUSMP) Best Management Practice (BMP) for all Priority SUSMP projects. No runoff will be permitted to flow over the sidewalk. Adjacent properties shall be protected from surface run-off resulting from this development.
10. The property owner, or its successors and assigns shall be responsible for the maintenance, repair, or reconstruction of all irrigation and landscaping improvements installed within the public right-of-way. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk, and the irrigation mainline upon private property only, as required by the City. The property owner or, its successors or assigns, shall be remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer.

11. Metallic identification tape shall be placed between the bottom layer of the finished surface and the top of all irrigation lines in the public right-of-way.
12. A grading and drainage plan shall be submitted showing all of the proposed and existing on-site and off-site improvements. The plan shall be prepared in accordance with the City's standard requirements by a Registered Civil Engineer. All necessary measures for prevention of storm water pollution and hazardous material run-off to the public storm drain system from the proposed parking lot or development shall be implemented with the design of the grading. This shall include the provision of such devices as storm drain interceptors, clarifiers, or filters. Best Management Practices for the maintenance of the parking lot, including sampling, monitoring, and cleaning of private catch basins and storm drains, shall be undertaken in accordance with the National Pollution Discharge Elimination System (NPDES) regulations. A private storm water treatment maintenance agreement shall be signed and recorded. A check list for preparation of the grading plan/drainage plan is available at the Engineering Department.
13. All existing and proposed curb inlet on property shall be provided with a "No Dumping" signage in accordance with the NPDES program.
14. A sewer permit will be required. The method of sewage collection and disposal shall be shown on the grading/drainage plan. Any new sewer lateral in the City right-of-way shall be 6-inch in size with a clean out. A sewer stamp "S" shall be provided on the curb to mark the location of the lateral.
15. Separate street and sewer plans, prepared by a Registered Civil Engineer, shall be submitted showing all of the existing and proposed improvements. The plans shall be in accordance with City requirements.
16. A soils engineering report shall be submitted for the Engineering Department's review, after Planning Commission approval. The report shall address the stability of all of the existing and proposed slopes on the property. It shall also address the adequacy of the building pads, the criteria for any new retaining wall design, the maximum allowable soil bearing pressure and the required pavement structural sections for the proposed streets, the parking areas, and the driveways. As a minimum, the parking lot pavement sections shall be 2 inch A.C. over 4 inch Class II aggregate base. The street pavement sections shall be in accordance with National City modified Standard Drawing G-34. All soils report findings and recommendations shall be part of the Engineering Department requirements.
17. The deteriorated portions of the existing street improvements along the property frontages shall be removed and replaced. Specifically all sidewalk and curb and gutter. Sidewalk shall be in accordance with San Diego Regional Standard Drawings

(SDRSD) G-7, G-9, G-10 and G-11 curb and gutter shall be 8" and be in accordance with National City Modified SDRSD G-2.

18. The existing pedestrian ramp(s) at the following locations(s) shall be removed and replaced with standard ramp complying with the ADA requirements and the SDRSD G-29 (Type C) located on the southeasterly corner of Civic Center Drive and Cleveland Avenue.
19. All existing survey monuments, including any benchmark, within the boundaries of the project shall be shown on the plans. If disturbed, a licensed land surveyor or civil engineer shall restore them after completion of the work. A Corner Record shall be filed with the County of San Diego Recorder. A copy of the documents filed shall be given to the City of National City Engineering Department as soon as filed.
20. A permit shall be obtained from the Engineering Department for all improvement work within the public right-of-way, and any grading construction on private property.
21. Street improvements shall be in accordance with the City Standards. All missing street improvements shall be constructed. Abandoned driveway aprons shall be replaced with curb, gutter, and sidewalks.
22. A title report shall be submitted to the Engineering Department, after the Planning Commission approval, for review of all existing easements and the ownership at the property.
23. NO PARKING zone(s) (red curbing) shall be provided and/or replaced after new curb has been installed.
24. The existing non-operational abandoned pay telephone on Civic Center Drive adjacent to the westerly driveway shall be removed.
25. A cost estimate for all of the proposed grading, drainage, street improvements, landscaping and retaining wall work shall be submitted with the plans. A performance bond equal to the approved cost estimate shall be posted. Three percent (3%) of the estimated cost shall also be deposited with the City as an initial cost for plan checking and inspection services at the time the plans are submitted. The deposit is subject to adjustment according to actual worked hours and consultant services.
26. A hydromodification plan or a letter sealed and signed by the Engineer of Work explaining why the project is exempt from hydromodification requirements shall be submitted.
27. The owner/developer shall submit plans to Cal Trans for their review to ensure that any conflicts with State Right of Ways and Facilities are addressed.

Fire

28. Plans submitted for improvements must comply with the current editions of the California Fire Code (CFC), National Fire Protection Association (NFPA), and California Code of Regulations (CCR).
29. Fire apparatus access roads shall comply with the requirements of Section 5 CFC 2013 and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the building as measured by an approved route around the exterior of the building. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus.
30. The required width of emergency fire apparatus access roads shall not be obstructed in any manner, including parking of vehicles. All access roads shall be no less than 20 feet wide, no less than 14 feet high and shall have an all-weather road with the ability to support 75 thousand pounds or greater. Where a fire hydrant is located on a fire apparatus road, the minimum road width shall be 26 feet. A 28 foot turning radius is required for Fire Department access through site. All Fire Department access roads shall be painted and signed to prevent parking in these required designated emergency areas
31. Grade of fire apparatus road shall be within the limits established (15% grade) by the fire code official based on fire department's apparatus.
32. The vapor recovery unit (Healy Tank) shall comply with Chapter 23 section 2306.7.9.1 – 2306.7.9.2.4 of the California Fire Code. Additionally, lot lines and proximity to surrounding properties where Healy Tanks are proposed, shall meet CFC, NFPA and all City Department requirements. Please contact the National City Fire Department on required protective enclosure for vapor tank.
33. Underground fuel tank removal and replacement will require permit and inspections from the National City Fire Department.
34. Emergency service access to the trash enclosure shall be maintained at all times for the life of project.
35. Exit signs shall be provided at all required exits. Exit signs shall be green in color per the National City Municipal Code.
36. All fire sprinkler and fire alarm plans shall be submitted directly to the National City Fire Department.
37. Soft drink CO2 dispensing systems require a permit and inspection per the California Fire Code Chapter 53 section 5307 – *Systems used in beverage dispensing applications*.
38. A 48-hour notice is required for all inspection provided by the National City Fire Department.

Planning

39. Plans submitted for construction shall include accommodation for bicycle access along the east property line adjacent to the Interstate 5 southbound on-ramp. In lieu of actual improvements, areas within 20 feet of the curb on the east property line shall be set aside until such time as the Bayshore Bikeway is constructed. This area should be landscaped in the interim period.
40. At minimum, one bicycle parking space shall be installed on the property. Additional spaces to accommodate future bicycle traffic should also be included.
41. A landscape and underground irrigation plan shall be submitted as part of the construction permitting process. All landscaping and irrigation improvements shall be maintained for the life of the project.
42. Business operations shall comply with Municipal Code Title 12 (Noise) at all times.
43. Plans submitted for construction shall conform to Land Use Code Section 18.42.040 (Screening mechanical equipment and elevator housing) and 18.46 (Outdoor Lighting), and 18.98 (Service Stations).
44. Plans submitted for construction permits shall show that a cover for all trash enclosures be provided.
45. The project will be required to obtain an operation permit from the San Diego County Air Pollution Control District (APCD), which will be subject to National Emission Standards for Hazardous Air Pollutants (NESHAP) and Air Toxic Control Measures (ATCM).
46. Violation of APCD licensing/permitting or any other state licensing department shall be a violation of this Conditional Use Permit and Coastal Development Permit.
47. Any planned exterior propane tank shall be screened in compliance with Land Use Code Section 18.42.040.
48. All proposed business signage shall be in conformance with Land Use Code requirements.
49. Alcohol sales shall be limited to the hours of 8:00 a.m. to midnight daily.
50. Coolers containing alcohol products shall be locked and made inaccessible to the public between the hours of 12:00 a.m. and 8:00 a.m.
51. The sale of beer or malt beverages in quantities of quarts, 22-ounce, 32-ounce, 40-ounce, or similar size containers is prohibited.
52. No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.

53. No sale of wine or distilled spirits shall be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
54. Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's prepackaged multi-unit quantities.
55. The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the applicant.
56. All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.
57. Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
58. Permittee shall post signs on the exterior building walls in compliance with Chapter 10.30.070 of the National City Municipal Code. Additionally, the permittee shall post signs, to be approved by the Planning Department, at each entrance to the applicant's premises and parking lot, prohibiting loitering and consumption of alcohol on the premises and adjacent property under his control. Said signs shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height. The signs shall read as follows:
- a. "No open alcoholic beverage containers are allowed on these premises."
 - b. "No loitering is allowed."
59. Containers of distilled spirits may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
60. Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
61. The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.

62. All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a City business license. As part of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.

Sweetwater Authority

63. The property owner must submit a letter to the Authority from the appropriate fire agency stating fire flow requirements. Based on this requirement, new water systems or substantial alteration to the existing water system may be needed.

64. An approved backflow prevention assembly is required for water services serving all commercial developments. Water facilities shall be designed and installed in accordance with the current Sweetwater Authority Design Standards and the Standard Specifications for Construction of Water Facilities.

65. Once a building permit is obtained by the Owner, the Owner shall submit approved stamped plans from the lead agency where the project is located. The approved submittal must include a site plan, floor plan, plumbing plan showing total fixture count, including daily water demands for domestic and irrigation use in gallons per day, and a fire sprinkler plan (if applicable) so that water facilities can be verified.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of November 5, 2018, by the following vote:

AYES: Quintero, Sendt, Yamane, Garcia, Flores, Dela Paz

NAYS: None.

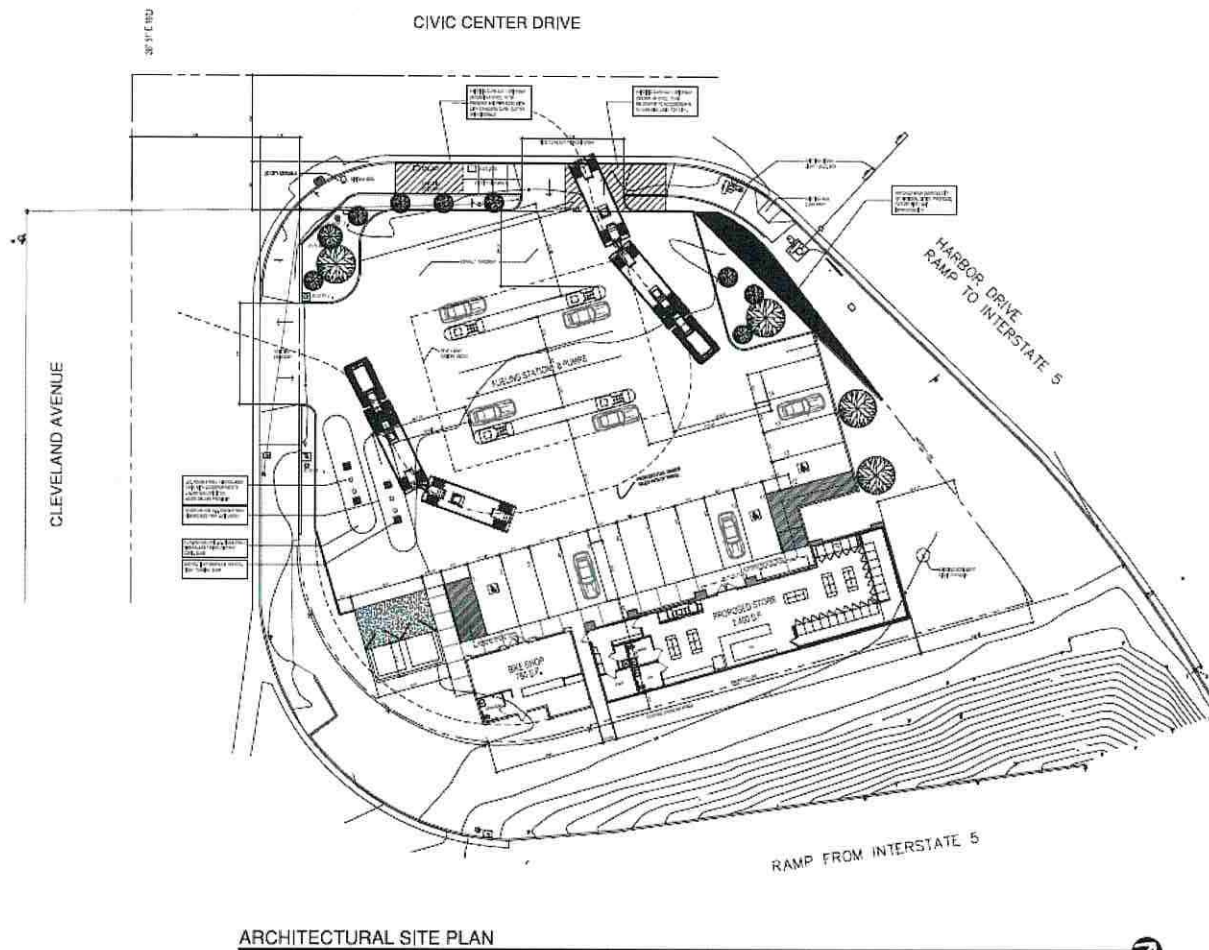
ABSENT: Baca

ABSTAIN: None.


CHAIRPERSON

NEW CONVENIENCE STORE / BIKE SHOP

724 CIVIC CENTER DRIVE NATIONAL CITY, CA. 91950



CUP 2017-03

PROJECT DATA

PROJECT ADDRESS:	724 CIVIC CENTER DRIVE, NATIONAL CITY, CA 91950
OWNER:	30 CONCRETE PROFESSIONAL CORPORATION
PHONE:	619-594-1111
EMAIL:	WATSON@30CONCRETE.COM
APN:	050-040-000
LEGAL DESCRIPTION:	PORTION OF LOT 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

PROPOSED

FLOOR AREA:	10,000
LOT AREA:	10,000
PARKING TABULATION:	
REAR:	REAR
FRONT:	FRONT

LOT COVERAGE:	100%
ZONING OCCUPANCY:	100%
CALIFORNIA BUILDING CODE:	100%

STORIES:	1
OCCUPANCY GROUP:	1
BUILDING HEIGHT:	10'
CONSTRUCTION TYPE:	100%
MIN FRONT SETBACK:	10'
MIN SIDE SETBACK:	10'
MIN REAR SETBACK:	10'

PROJECT SCOPE

THE APPROVALS FOR THE CONSTRUCTION OF:
THE CONSTRUCTION OF A NEWLY CONSTRUCTED STORE AND BIKE SHOP
ON THE ABOVE DESCRIBED SITE

PROJECT TEAM

ARCHITECT:	STASH THOMAS ARCHITECTS
ARCHITECT'S REG. NO.:	10000
ARCHITECT'S FIRM:	STASH THOMAS ARCHITECTS
ARCHITECT'S ADDRESS:	10000
ARCHITECT'S PHONE:	10000
ARCHITECT'S FAX:	10000
ARCHITECT'S EMAIL:	10000
ARCHITECT'S WEBSITE:	10000
ARCHITECT'S SOCIAL MEDIA:	10000
ARCHITECT'S OTHER:	10000

VICINITY MAP N.T.S.



SHEET INDEX

SHEET	SHEET TITLE	SHEET	SHEET TITLE
1	10000	10000	10000
2	10000	10000	10000
3	10000	10000	10000
4	10000	10000	10000
5	10000	10000	10000
6	10000	10000	10000
7	10000	10000	10000
8	10000	10000	10000
9	10000	10000	10000
10	10000	10000	10000

NEW CONVENIENCE STORE / BIKE SHOP
724 CIVIC CENTER DRIVE
NATIONAL CITY, CA. 91950



STASH THOMAS ARCHITECTS

DATE: 10/16/2018
SCALE: 1/8"=1'-0"
DRAWN: ST
JOB: 10000
SHEET: T-1

EXHIBIT: A-Revised
CASE FILE NO.: 2018-19 CUP, COP
DATE: 10/16/2018.

ATTACHMENT 4

NEW CONVENIENCE STORE / BIKE SHOP

724 CIVIC CENTER DRIVE NATIONAL CITY, CA. 91950



ISSUE	DESCRIPTION	DATE
1		12/18/17
2		
3		

NEW CONVENIENCE STORE / BIKE SHOP
724 CIVIC CENTER DRIVE
NATIONAL CITY, CA. 91950



STOSH
THOMAS
ARCHITECTS
4400 FARMER ROAD
LA JOLLA, CA 92037
954.455.4545
P.O. BOX 100000
SAN DIEGO, CA 92110

DATE: 12/18/17
SCALE: 3/32" = 1'-0"
DRAWN: STP
JOB: 1801
SHEET
T-0

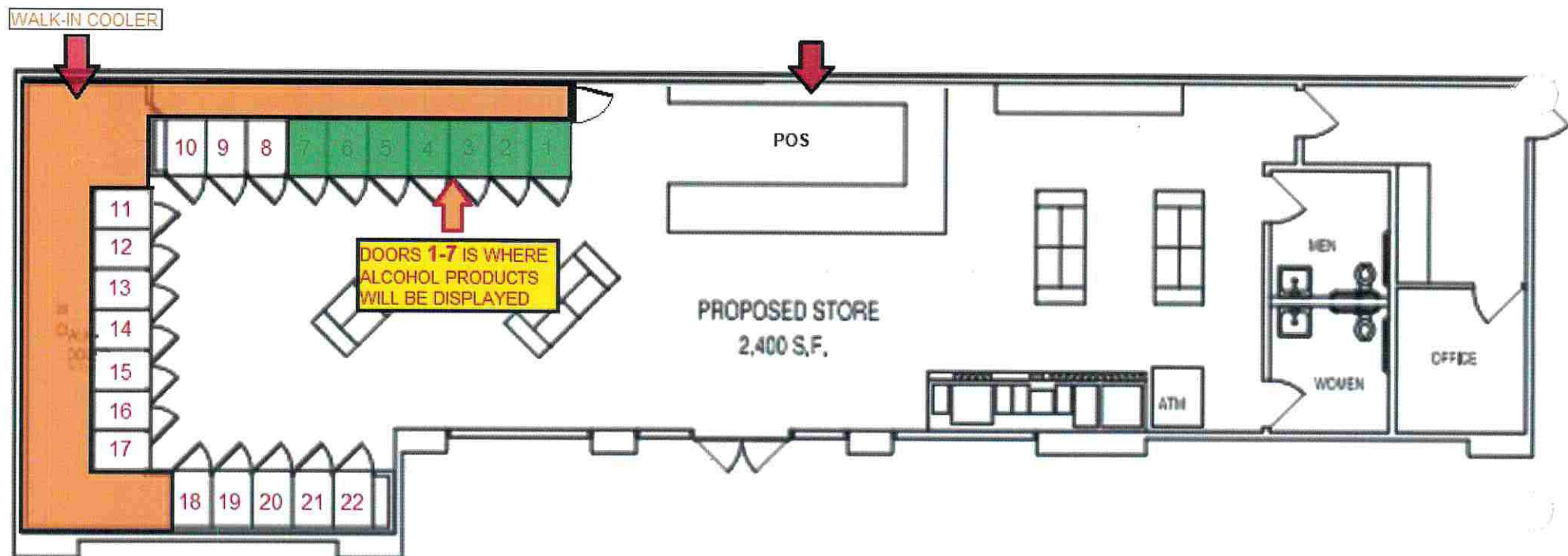


EXHIBIT: B
CASE FILE NO.: 2017-03 CUP, CDP
DATE: 2/27/2018

The following page(s) contain the backup material for Agenda Item: [Temporary Use Permit – Perry Chrysler requesting to use the vacant lots located at 1105 National City Boulevard, 1123 National City Boulevard and 41 E. 12th Street for storage of vehicles from November 20, 2018 thru May 20, 2019 with no waiver of fees. \(Neighborhood Services\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – Perry Chrysler requesting to use the vacant lots located at 1105 National City Boulevard, 1123 National City Boulevard and 41 E. 12th Street for storage of vehicles from November 20, 2018 thru May 20, 2019 with no waiver of fees.

PREPARED BY: | Dionisia Trejo |

PHONE: | (619) 336-4255 |

DEPARTMENT: Neighborhood Services Department

APPROVED BY: 

EXPLANATION:

This is a request from Perry Chrysler to use the vacant lot located at 1105 National City Boulevard, 1123 National City Boulevard and 41 E. 12th Street for storage of vehicles from November 20, 2018 thru May 20, 2019. Perry Chrysler, located at 2050 National City Boulevard, does not have adequate room to store vehicles on their property, hence this TUP request.

Note: On August 1, 2017 City Council approved a similar Temporary Use Permit, sponsored by C&M Motors.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

| City fee of \$237.00 for processing the TUP through various City Departments.

Total Fees: \$237.00 |

ENVIRONMENTAL REVIEW:

| N/A |

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

| Approve the Application for a Temporary Use Permit for a period of six months ending on May 20, 2019.

BOARD / COMMISSION RECOMMENDATION:

| N/A |

ATTACHMENTS:

| Application for a Temporary Use Permit with recommended conditions of approval. |



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- ☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☒ TUP ☐ Sporting Event ☐ Other (specify) _____

Event Name & Location

Event Title Vehicle Storage

Event Location (list all sites being requested) 1105, 1123 National City Blvd., and 41 E 12th St
APN: 556-554-18, 19, 20 AND 25

Event Times

Set-Up Starts
Date November 20, 2018 Time _____ Day of Week Tuesday

Event Starts
Date November 20, 2018 Time _____ Day of Week Tuesday

Event Ends
Date 6 months from start date Time _____ Day of Week _____

Breakdown Ends
Date 6 months from start date Time _____ Day of Week _____

Applicant Information

Applicant (Your name) Ramon Gitesatani Sponsoring Organization Perry Chrysler

Event Coordinator (if different from applicant) _____

Mailing Address 2050 National City Blvd., National City, CA 91950

Day Phone (760) 505-5521 After Hours Phone _____ Cell _____ Fax _____

Public Information Phone _____ E-mail rgitesatani@perrychrysler.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: [Signature] Date 10/8/18

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☐ No ☒

Are admission, entry, vendor or participant fees required? Yes ☐ No ☒

If YES, please explain the purpose and provide amount (s):

\$ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ N/A Estimated Expenses for this event.

\$ N/A What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

☒ First time event ☐ Returning Event ☐ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Estimated Attendance

Anticipated # of Participants: 1 Anticipated # of Spectators: 0

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

☐ Other (explain) _____

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): _____

☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: There will be no crowd.

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Is this a night event? Yes ☐ No ☒ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☐ No ☒ First aid/CPR certified? Yes ☐ No ☒

☐ First aid station to be staffed by professional company. ► Company _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

N/A

Elements of your Event

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ► _____(Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

_____ # of tents size _____

☒ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

_____ # of tables ☒ No tables being set up

_____ # of chairs ☒ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

☐ Sporting Equipment (explain) _____

☐ Other (explain) _____

☒ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☐ No ☒

☐ PA System for announcements ☐ CD player or DJ music

☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band

☐ Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ No ☒

☐ Bringing in own lighting equipment

☐ Using professional lighting company ▶ Company Name _____

_____ Address City/State Phone Number

Using electrical power? Yes ☐ No ☒

☐ Using Kimball Park Bowl
Lighting (from _____ to _____)

☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration

☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☐ No ☒

☐ Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): _____

☐ Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____

☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____

☐ Vendors selling food # _____ ▶ Business License #(s) _____

☐ Vendors selling merchandise # _____ ▶ Business License #(s) _____

- ☐ Food/beverages to be handled by organization; no outside vendors
- ☐ Vendors selling services # _____ ▶ Business License #(s) _____
- ▶ Explain services _____
- ☐ Vendors passing out information only (no business license needed) # _____
- ▶ Explain type(s) of information _____
- ☐ No selling or informational vendors at event

Having children activities? Yes ☐ No ☒

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

- ☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____
- ☐ Inflatable bouncer slide # _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)
- ☐ Carnival Rides _____ ☐ Other _____

Having fireworks or aerial display? Yes ☐ No ☒

- ☐ Vendor name and license # _____
- Dimensions _____ Duration _____
- Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes ☐ No ☒

- ☐ Yes, but media will not require special set-up
- ☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☐ No ☒

☐ Yes, we will post signage # _____ Dimensions _____

☐ Yes, having inflatable signage # _____ ▶ (complete Inflatable Signage Request form)

☐ Yes, we will have banners # _____

☐ What will signs/banners say? _____

☐ How will signs/banners be anchored or mounted? _____

☐ Location of banners/ signage _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☐ No ☒

If yes, please identify the following:

▶ Total number of portable toilets: _____

▶ Total number of ADA accessible portable toilets: _____

☐ Contracting with portable toilet vendor. ▶ _____

▶ Load-in Day & Time _____ ▶ Load-out Day & Time _____

☐ Portable toilets to be serviced. ▶ Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☐ Yes, will set up the day before the event. ▶ # of set-up day(s) _____

☒ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☐ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☒ N/A

Breaking down set-up the day after the event?

- ☐ Yes, breakdown will be the day after the event. ► # of breakdown day(s) _____
- ☒ No, breakdown will occur on the event day.

How are you handling clean-up?

- ☐ Using City crews
- ☐ Using volunteer clean-up crew during and after event.
- ☒ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name _____	of _____	Special _____	Event: _____
Vehicle Storage _____		Event _____	Address: _____
Expected _____		# _____	of _____
Attendees: _____			

Event Host/Coordinator: Ramon Gitesatani Phone Number: (7600 505-5521)

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: _____			✓
Will enough recycling bins provided for the event? Provide number of recycle bins: _____			✓
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			✓
Do all storm drains have screens to temporarily protect trash and debris from entering?			✓
Are spill cleanup kits readily available at designated spots?			✓

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: _____

Person in Charge of Activity: _____

Address: _____

Telephone: _____ Date(s) of Use: _____

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: _____

Official Title: GM Date: 10/3/18

For Office Use Only

Certificate of Insurance Approved _____ Date _____

Coachella Affordable Housing Investors V, LLC.

16633 Ventura Blvd., Suite 1014
Encino, California 91436
818-380-2600

October 8, 2018

Joe Olsen
City of National City
1243 National City Blvd.
National City, CA 91950

Re: Authorization Letter

1105, 1123 National City Blvd, and 41 E 12th St, National City, CA

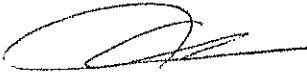
APN: 556-554-18, 19, 20 AND 25

Dear Mr. Olsen,

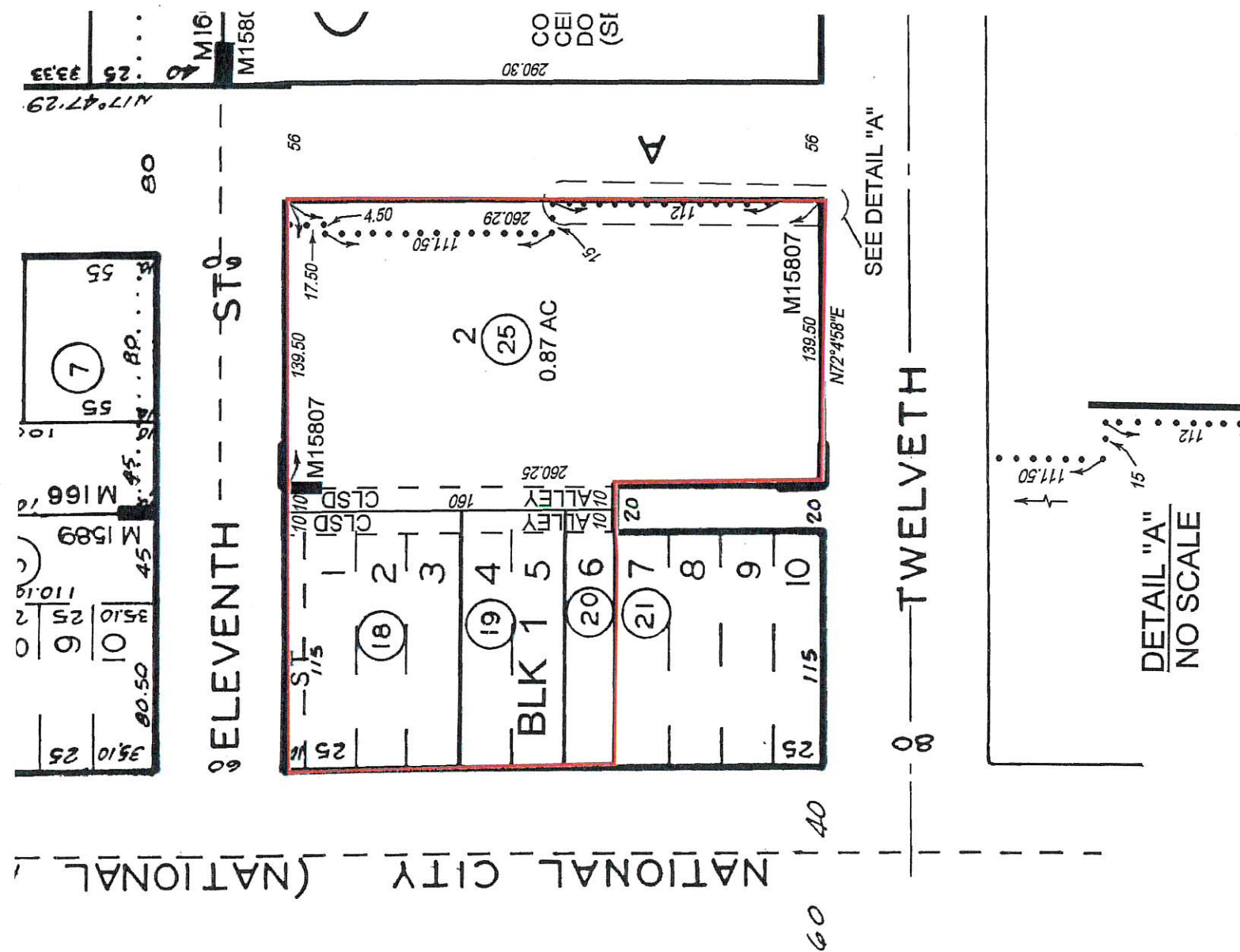
I, Alexis Gevorgian, the Manager of Coachella Affordable Housing Investors V, LLC, a California limited liability company, hereby authorize Perry Automotive Group to use my property for vehicle storage.

Should you have any further questions, please feel free to contact me at (818) 380-2600 Ext. 14 or at agevorgian@amgland.com.

Sincerely,



Alexis Gevorgian



THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

CITY OF NATIONAL CITY

SS LICENSE CERTIFICATE

TO CITY ORDINANCE THIS LICENSE IS HEREBY GRANTED FOR THE TERM & PURPOSE STATED

Date of Expiration: 12/31

DESCRIPTION AUTO RETAIL NEW/USED

CALIFORNIA

ADDRESS 2340 NATIONAL CITY

BLVD

NATIONAL CITY

1887

INCORPORATED

SS NAME

PERRY CHRYSLER DODGE JEEP RAM OF N

PERRY MOTORS OF NATIONAL CITY, LLC

12740 POWAY RD

POWAY, CA 92064-4404

Debbie A. F.

City Manager

TRANSFERABLE

POST IN A CONSPICUOUS PLACE

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: **Perry Chrysler**
EVENT: **Vehicle Storage**
DATE OF EVENT: **November 20, 2018 – May 20, 2019**

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS []
FIRE	YES [x]	NO []	SEE CONDITIONS []
POLICE	YES [x]	NO []	SEE CONDITIONS []
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS []
NEIGHBORHOOD SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
CODE ENFORCEMENT	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

Building

No comments

Planning

- No vehicles may be stored on site until the Temporary Use Permit has been issued.
- Any vehicles parked on unpaved surfaces shall follow construction BMPs (Best Management Practices), as required by the Engineering Department, to avoid tracking dirt into the street or impacting stormwater quality.
- No movement of vehicles shall occur after dark.
- All activities shall comply with the standards contained in Table III of NCMC Title 12 (Noise).
- No customers may visit the site.
- No signage indicating vehicles for sale or identifying a specific business or group may be posted on site.
- No vehicle inspection, maintenance, cleaning, or sales may occur on site.

Engineering

No comments

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above captioned application for the issuance of a Temporary Use Permit. In as much as the event will held solely on private property there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the Hold Harmless and Indemnification Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

PUBLIC WORKS (619)366-4580

No involvement

FINANCE

No comments

FIRE (619) 336-4550

No stipulations

POLICE DEPARTMENT

The police department has no stipulations.

CITY ATTORNEY

Approved on condition that Risk Manager approves.

COMMUNITY SERVICES

No involvement

NEIGHBORHOOD SERVICES

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

CODE ENFORCEMENT

1. Maintain fencing/walls/signage free from graffiti at all times, per National City Municipal Code (NCMC) 10.54, as per below:
 - **10.54.050 - Unlawful to permit property to remain defaced.**

It is unlawful for any responsible party to permit property which is defaced with graffiti to remain so defaced for a period of seventy-two hours after notice of same by the city unless:

 - A. Said responsible party shall demonstrate by a preponderance of evidence that he/she does not have the financial or physical ability to remove the defacing graffiti; or
 - B. Unless it can be demonstrated that the responsible party has an active program for the removal of graffiti and has scheduled the removal of the graffiti as part of that program, in which case it shall be unlawful to permit such property defaced with graffiti to remain defaced for a period of seventy-two hours after notice of same.
2. Maintain property free of litter, trash, rubble, debris, whether or not your party was responsible for the blight or not. This includes sidewalks, fence lines, and the parkway areas. Regular maintenance is required.

3. Do not jump any curbs with any vehicle, as per NCMC 7.18 (below):

- **7.18.130 - Climbing or jumping curbs prohibited.**

A. It is unlawful for any person to operate any vehicle to or from a public way onto private property at any place other than approved driveways. "Climbing" or "jumping" concrete curbs or asphalt berms where there is no driveway is prohibited.

B. Temporary access over curbs may be allowed by the public works director or city engineer during the course of construction on the site which will include construction of driveway approaches, subject to the protective devices and other limits he determines to be necessary.

4. Maintain all BMP's (Best Management Practices) in accordance with state and local provisions. This would include installing rattle plates to limit the amount of dirt/sand that enters the roadway. Enter/Exit roadway at driveway apron at all times. Do not jump curb to enter lot.
5. No vehicles shall sit idle at site for a period of longer than 5 minutes, per NCMC 11.34.040.
6. Hours of operation shall not begin before 7 a.m. nor conclude after 7 p.m., Monday through Friday. No work shall occur on weekends or holidays.
7. **The parking and storage of vehicles on this empty parcel is not an allowed land use, per NCMC 18.20.030. Therefore, the recommendation from Code Enforcement Staff is that the use not exceed a total period of 6 months. This lot shall be vacant from vehicle storage no later than May 20, 2019.**
8. All unpaid Administrative Citations related to vehicle storage must be paid prior to issuance of permit.

The following page(s) contain the backup material for Agenda Item: [Community and Police Relations Commission \(CPRC\) 2016 and 2017 Annual Reports. \(City Manager\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO. |

ITEM TITLE:

Community and Police Relations Commission (CPRC) 2016 and 2017 Annual Reports

PREPARED BY: Lauren Maxilom/ CPRC Liaison

DEPARTMENT: City Manager's Office

PHONE: (619) 336-4289

APPROVED BY: 

EXPLANATION:

Pursuant to Title 16 of National City Municipal Code 16.10.020: The chair of each board, commission and committee shall appear before the city council on an annual basis and present a brief report on the activities and accomplishments of the board, commission or committee that they chair during the previous year. Such report shall also include a presentation of the record of attendance of the members of the board, commission or committee that is the subject of the report.

The Commission unanimously approved the 2016 and 2017 Annual Reports during their regular meeting on August, 16, 2018. See attached reports for detailed information from the Community and Police Relations Commission.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. N/A

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☒

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Accept and file 2016 and 2017 Community and Police Relations Commission Annual Reports

BOARD / COMMISSION RECOMMENDATION:

The CPRC voted unanimously on August 16, 2018 to approve Chairman Baraja's 2016 and 2017 Annual Reports to the City Council.

ATTACHMENTS:

CPRC 2016 Annual Report
CPRC 2017 Annual Report



Community and Police Relations Commission

Memorandum

To: Mayor and City Council
Cc: City Manager's Office
From: Victor Barajas, Community and Police Relations Commission
RE: 2016 Annual Report

Background

In October 2003, the Mayor and City Council established the National City Community and Police Relations Commission (CPRC). The Commission should be comprised of eight individuals appointed by the Mayor and approved by the City Council. Of the eight members, seven are voting members and one is a non-voting member. Of the seven voting members, five must be residents of National City. The non-voting member is a member of the National City Police Officers Association (NCPD-POA). The terms of the membership are three years, subject to reappointment by the City Council.

As of the time period this report reflects (2016), there are 5 voting members and one non-voting member leaving two vacancies to be filled for voting members.

The Commission meets on the third Thursday in the months of February, May, August and November at 6:00 p.m. in the Council Chamber of the National City Civic Center, 1243 National City Boulevard, 2nd Floor, National City, unless otherwise designated.

2016 Year End Review

During the year in review, the National City Community and Police Relations Commission continued its training objectives from the 2015 year and saw several changes in personnel. Amongst these changes in personnel were changes to the complaint review subcommittee members and changes to the Chair and Vice Chair roles. The committee also made catching up on the review of backlogged cases from the 2013/2014 years a priority and made significant headway in towards accomplishing this objective.

The committee was also staffed with enough commissioners throughout the year so as to maintain a full quorum and avoid ANY meeting cancelations for the year.

During the Commission's May and November meetings, two newly appointed Commissioners were introduced; (John Bailey and Derek Jones respectively). Both of Commissioners are included in the total number of voting commissioners referenced above. These additional appointees gave the Commission added flexibility to accommodate Commissioner Absences without risk of canceling regularly scheduled meetings.

In addition to the new members welcomed by the Commission during the year, the following personnel changes also occurred:

- Florfina Arce resigned from the commission.
- Victor Barajas and Diana Plazola were appointed as Chairman and Vice-Chairman respectively with a majority vote by the Commission.

Complaint Review Subcommittee

Victor Barajas was moved from alternate to primary on the Complaint Review Subcommittee. Diana Plazola was appointed as the 2nd primary on the Sub-Committee and John Bailey was appointed as an alternate to review completed Internal Affairs cases in the absence of Chairman Barajas or Vice-Chairman Plazola's absence.

Cases Reviewed in 2016

During the 2014/2015 year, a significant backlog of cases was created due to several factors that prevented the efficient review of cases. During the 2016 year CPRC made it a top priority to catch up on this backlog and made significant headway towards accomplishing this objective.

During the 2016 reporting year; the commission reviewed 21 Citizen/Department Initiated investigations in closed session. Of the 21 cases reviewed, 17 were supported unanimously by the commission; two cases were withdrawn; one had two commissioner abstentions and one, was referred to another law enforcement agency for review.

Current Status of Complaints

- As of the date of this report; the 2014/2015 backlog of cases has been significantly reduced and the commission is on track to eliminate the backlog by mid 2017.

Note: All complaints that are reviewed by CPRC Complaint Review Subcommittee are taken to the entire Commission in closed session for discussion and determination.

Training/Special Presentations

- 2014 Use of Force/Internal Affairs Statistical Report by NC Chief of Police, Manuel Rodriguez.
- Use of Force Legal Standards by Senior Assistant City Attorney, Nicole Pedone.
- Body Worn Cameras by NC Police Lieutenant, Robert Rounds.
- Summary of unreasonable searches and seizures, by Senior Assistant City Attorney, Nicole Pedone.
- Internal Affairs Processes presentation by NC Sergeant. Aydelotte.
- 2016 Mid-Year Crime Statistics by NC Police Captain, Jose Tellez.
- Discussion on DUI/Driver License checkpoint by Chairman Victor Barajas.
- Chairman Victor Barajas and Commissioner John Bailey attendance at the 22nd Annual National Association of Civilian Oversight of Law Enforcement (NACOLE) conference.

2016 Attendance

February

Present – Barajas, Victor; Plazola, Diana; Seaton-Msemaji, Ken; Estolano, Nancy; Castro Munoz, Julio; Bailey, John (voting members)

Present – Phillips, Bill (non-voting member)

Absent – Arce

May

Present – Bailey, John; Barajas, Victor; Estolano, Nancy; Plazola, Diana; Arce, Florfina (voting members)

Absent – Phillips, Bill (non-voting member)

Absent – Seaton-Msemaji, Ken; Castro Munoz, Julio (voting members)

August

Present – Bailey, John; Barajas, Victor; Castro Munoz, Julio; Estolano, Nancy; Seaton-Msemaji, Ken; Plazola, Diana (voting members)

Present – Phillips, Bill (non-voting member)

Absent – Arce

November

Present – Barajas, Victor; Castro Munoz, Julio; Estolano, Nancy; Jones, Derek; Seaton-Msemaji, Ken; Plazola, Diana (Voting members)

Present – Bill Phillips (non-voting member)

Absent – Bailey, John

2017 Goals

- Continue reviewing the 2014/2015 backlog of cases and have cases caught up by mid-year (May meeting).
- Continue seeking training opportunities for the commission.
- Begin talks of updating and formalizing the commission's complaint review subcommittee procedures for reviewing cases.
- Begin talks of updating the commission's Bylaws to include formal training requirements for current and future commissioners.
- Continue to review IA cases in real time.
- Continue building the commissions membership.



Community and Police Relations Commission

Memorandum

To: Mayor and City Council
Cc: City Manager's Office
From: Victor Barajas, Community and Police Relations Commission
RE: 2017 Annual Report

Background

In October 2003, the Mayor and City Council established the National City Community and Police Relations Commission (CPRC). The Commission should be comprised of eight individuals appointed by the Mayor and approved by the City Council. Of the eight members, seven are voting members and one is a non-voting member. Of the seven voting members, five must be residents of National City. The non-voting member is a member of the National City Police Officers Association (NCPD-POA). The terms of the membership are three years, subject to reappointment by the City Council.

As of the time period this report reflects (2017), there are 5 voting members and one non-voting member leaving two vacancies to be filled for voting members.

The Commission meets on the third Thursday in the months of February, May, August and November at 6:00 p.m. in the Council Chamber of the National City Civic Center, 1243 National City Boulevard, 2nd Floor, National City, unless otherwise designated.

2017 Year End Review

During the year in review, the National City Community and Police Relations Commission began discussions to update the committees training bylaws to require that all commissioners, at minimum, attend two law enforcement/policy trainings per year. With the objective being better preparation for all commissioners to be effectively cycled through CPRC's Complaint Review Sub-Committee.

In an effort to prevent future backlogs of in IA case reviews; discussions on the procedures of Complaint Review Sub-Committee also began. The proposed changes to the procedures include a requirement for the committee to coordinate with Internal Affairs, at minimum once per month, to review recently completed cases for presentation at the next regularly scheduled CPRC meeting.

CPRC did see continued momentum from 2016 in its Complaint Review Subcommittee and continued reviewing IA cases in real time. Thus preventing additional backlogs as the committee saw in years 2014 and 2015.

During the Commission's May meeting, two newly appointed Commissioners were introduced, (Gil Garcia and Victor Gonzalez). Both Commissioners are included in the total number of voting commissioners referenced above. These additional appointees gave the Commission added flexibility to accommodate Commissioner absences without risk of canceling regularly scheduled meetings.

In addition to the new members welcomed by the Commission during the year, the following personnel changes also occurred:

- Derek Jones and Julio Castro Munoz resigned from the commission.
- Victor Barajas and Diana Plazola were re-appointed as Chairman and Vice-Chairman respectively with a majority vote by the Commission.

Cases Reviewed in 2017

During the 2017 reporting year; the commission reviewed 8 Citizen/Department Initiated investigation in closed session.

Current Status of Complaints

- Effective March 2017; the 2014/2015 backlog of cases has been eliminated and all remaining case reviews are being conducted in real time as they become available by NCPD's Internal Affairs Department.

Note: All complaints that are reviewed by CPRC Complaint Review Subcommittee are taken to the entire Commission in closed session for discussion and determination.

Training/Special Presentations

- FBI Index Crimes 2016 Statistics by National City Police Chief Manuel Rodriguez.
- Presentation on the Adult Use of Marijuana Act (Proposition 64) and National City's Recreational Marijuana Ordinance by National City Attorney, Nicole Pedone.
- Mobile Field Interview Technology and ARJIS Applications Presentation by National City Police Sergeant Shephard.

- Commissioner Victor Gonzalez and Deputy City Attorney Contreras attended at the 23rd Annual National Association of Civilian Oversight of Law Enforcement (NACOLE) conference.

Complaint Review Subcommittee

Victor Barajas and Diana Plazola continued as primaries in the Complaint Review Subcommittee. John Bailey continues as an alternate to review completed Internal Affairs cases in the absence of Chairman Barajas or Vice-Chairman Plazola.

2017 Attendance

February

Canceled due to lack of quorum.

Present – Barajas, Victor; Diana (voting members)

Absent – Bailey, John; Jones, Derek; Castro Munoz, Julio; Estolano, Nancy

Present – Phillips, Bill (non-voting member)

May

Present – Bailey, John; Barajas, Victor; Castro Munoz, Julio; Estolano, Nancy; Garcia, Gil; Gonzalez, Victor; Plazola, Diana (voting members)

Absent – None

Present – Phillips, Bill (non-voting member)

August

Present – Bailey, John; Barajas, Victor; Garcia, Gil; Gonzalez, Victor; Plazola, Diana (voting members)

Phillips, Bill (non-voting member)

Absent – Castro Munoz, Julio; Estolano, Nancy

November

Present – Bailey, John; Barajas, Victor; Garcia, Gil; Estolano, Nancy; Plazola, Diana (Voting members)

Absent – Gonzalez, Victor, Castro Munoz, Julio

Present – Bill Phillips (non-voting member)

2018 Goals

- Review and finalize the committee's training/participation bi-laws section.
- Review and finalize the Complaint Review Sub-Committees procedures for reviewing cases.
- Have commissioners participate in, at minimum, two law-enforcement/policy trainings per year.
- Improve the committees case review time frames.
- Continue to review IA cases in real time.
- Continue building the committees membership.

The following page(s) contain the backup material for Agenda Item: [Introduction of the State Trash Amendments to the City Council of the City of National City pertaining to the Investigative Order R9-2017-0077 issued by the San Diego Regional Water Quality Control Board. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: November 20, 2018

AGENDA ITEM NO.:

ITEM TITLE:

Introduction of the State "Trash Amendments" to the City Council of the City of National City pertaining to the Investigative Order R9-2017-0077 issued by the San Diego Regional Water Quality Control Board.

PREPARED BY: Carla Hutchinson, Assistant Engineer-Civil **DEPARTMENT:** Engineering and Public Works

PHONE: 619-336-4388

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Introduce State "Trash Amendments" to City Council.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Presentation

EXPLANATION

In April 2015, the State Water Resources Control Board (State Water Board) adopted an Amendment to the Water Quality Control Plan for Ocean Waters of California (Ocean Plan) as well as the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries – collectively referred to as the “Trash Amendments.” Broadly, the Trash Amendments require significant new efforts to reduce discharges of trash from storm drain systems for all municipal agencies in the San Diego region.

The City of National City is being required to comply with the State “Trash Amendments.” The San Diego Regional Water Quality Control Board (Regional Board) has issued Investigative Order R9-2017-0077 (“Trash IO”) to the City of National City and the other municipal agencies in the San Diego region. The Trash IO requires the City and other San Diego region municipal agencies to prepare and submit plans that explain how each agency will comply with the requirements. The City and other agencies will be required to start implementing the trash control activities described in their plans after the requirements of the Trash Amendments are incorporated into the forthcoming reissued San Diego Region municipal separate storm sewer system (MS4) permit (Municipal Permit). The Municipal Permit is expected to be reissued in summer or fall 2019.

As noted above, the Trash IO requires trash control planning and submittal of an associated report to the Regional Board. Tonight’s introduction to the Trash Amendments Implementation Plan (Plan) is intended to inform Council of staff’s recommended actions to comply with said requirements. While some new trash control efforts will be needed, including installing structural devices to filter trash out from storm drains in targeted areas, the proposed Plan is also designed to take full credit for existing City trash control programs. These efforts include street sweeping, storm drain and channel cleaning, maintaining trash bins in parks and along streets with higher pedestrian traffic, existing storm water treatment systems installed by the City and by private parties, cleanup events, and public education.

The proposed Plan will be submitted to the San Diego Regional Water Quality Control Board (Board) for review in December. Board comments on the draft plan are anticipated in early 2019. Once the Board provides comments and staff has addressed them, we will bring back to Council the revised plan along with possible funding options for the implementation costs and schedule. It is expected that program implementation will begin in fiscal year 2019-2020, with a 10 year phase in period for full implementation.

State Trash Amendments: Trash Control for Storm Drain Systems

Trash Amendments Recap

- Statewide policy adopted in 2015
 - Reducing trash in waterways
 - Focus on “Priority Land Use” areas



COMMERCIAL



INDUSTRIAL



**HIGH DENSITY
RESIDENTIAL**



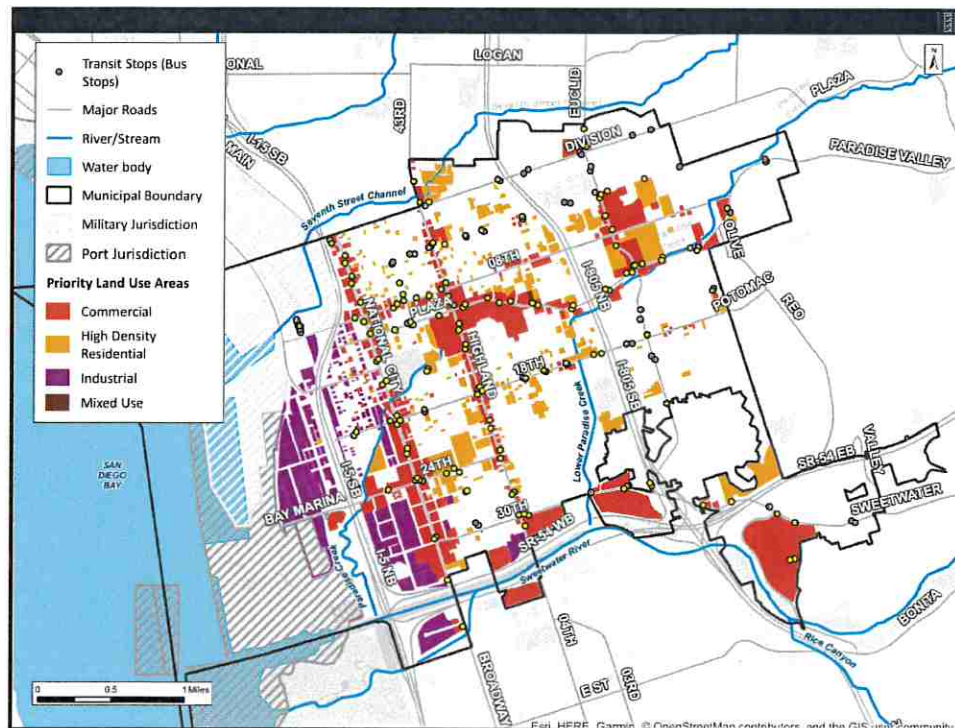
MIXED URBAN



**TRANSIT
STATIONS**



**TRANSIT
STOPS**



2 Compliance Options

Track 1

- Install **Full Capture Systems** ("Trash Filters") for all Priority Land Uses
- No credit for any other activities that remove trash



- Submit Implementation Plan to Regional Board

Other Trash Controls



Street Sweeping



Cleanup Events



Education



Other Water Quality Treatment

Other Trash Controls

- Storm drain cleaning
- Channel cleaning
- Unauthorized encampment removal
- Large item drop off days
- Illegal dumping cleanups
- Business inspections



Timeline

2015

➤ State adopts Trash Amendments

June 2017

➤ Regional Board issues Investigative Order to require Trash Amendments planning

September 2017

➤ City notifies Board that it has selected Track 2

December 2018

➤ Implementation Plan due to Board

**Early 2019
(anticipated)**

➤ Board comments on Implementation Plan

**Summer 2019
(anticipated)**

➤ Board to issue new MS4 Permit, implementation starts

**Summer 2029
(anticipated)**

➤ Deadline to reach full compliance (10 years)